88-288

FILED
AUG 1 1988
JOSEPH F. SPANIOL, JR.
CLERK

IN THE
UNITED STATES
SUPREME COURT

NO.

STEVEN J. DUPUIS, ET AL

Plaintiff-Appellees

VERSUS

THOMAS R. BECNEL, ET AL

Defendant-Appellant

APPENDIX
FOR WRIT OF CERTIORARI & MANDAMUS FROM THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

THOMAS D. CURTIS
100 E. Vermilion, Suite 303
Lafayette, Louisiana 70501
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Attorney for Defendants-Appellants
THOMAS R. BECNEL
AND THE BECNEL CO.

EXHIBIT A

RULING OF COURT OF APPEALS

THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

U. S. COURT OF APPEALS

FILED

APR 6 1988

GILBERT F. GANUCHEAU
CLERK

No. 88-9017
USDC No. 87-1781-0

STEVEN DUPUIS, ET AL.,

Plaintiff-Appellee,

versus

THE BECNEL COMPANY, ET AL.,

Defendants-Appellants

Petition for Leave to Appeal an
Interlocutory Order or in the
Alternative for a Writ of Mandamus

Before POLITZ, JOHNSON, and HIGGINBOTHAM, Circuit Judges.

BY THE COURT:

IT IS ORDERED that the petition of the Becnel Company for leave to appeal the interlocutory order or in the alternative a writ of mandamus is DENIED. Becnel seeks relief from the district court's denial of its motion requesting that the district court abstain from or stay the litigation. Becnel has not overcome this court's policy against piecemeal appeals. Clark-Dietz & Associates-Engineers, Inc. v. Basic Construction Co., 702 F.2d 67, 69 (5th Cir. 1983). Becnel has not established that the resolution of the question presented would materially advance the ultimate termination of the litigation. 28 U.S.C. § 1292(b).

Becnel has not submitted any argument to justify the issuance of a writ of mandamus.

Accordingly, the motion of defendants Thomas Becnel and The Becnel Company to abstain or stay is hereby DENIED.

Opelousas, Louisiana, January 7, 1988.

JOHN M. SHAW
UNITED STATES DISTRICT JUDGE

EXHIBIT B

1ST COURT RULING

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

STEVEN J. DUPUIS, ET AL
VS. **CIVIL ACTION NUMBER 87-1781**
THOMAS R. BECNEL, ET AL **SECTION O - JUDGE SHAW**

U. S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED
JAN 8 1988
ROBERT H. SHEMWELL, CLERK
BY RW
DEPUTY

RULING

Now before the court is the motion of defendants Thomas Becnel and The Becnel Company for this court to abstain from hearing this matter or stay the matter pending the resolution of a "virtually identical claim" brought by plaintiffs in state court. Defendants argue that "substantial progress" has been made in the state court action, and that this court should await the state court's resolution of the issues before this court entertains the case.

The court disagrees with defendants' reasoning. Unlike the claim in state court, the claim presently before the court is based upon RICO. Therefore, the issues in the two cases are substantially different, and it would in no way serve the interests of the parties were this court to abstain or stay its hearing of the present case.

Accordingly, the motion of The Becnel Company and Thomas R. Becnel for a new trial is hereby DENIED.

Opelousas, Louisiana, January 25, 1988.

JOHN M. SHAW
UNITED STATES DISTRICT JUDGE

EXHIBIT C

DENIAL OF NEW TRIAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

STEVEN J. DUPUIS, ET AL
VS.
THOMAS R. BECNEL, ET AL

CIVIL ACTION NUMBER 87-1781
SECTION O - JUDGE SHAW

U. S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED
JAN 25 1988
ROBERT H. SHEMWELL, CLERK
BY DG
DEPUTY

RULING

Now before the court is the motion of The Becnel Company and Thomas R. Becnel for a new trial, requesting that this court reconsider its ruling of January 8, 1988, wherein the court denied defendants' motion for abstention or stay.

Defendants argue that the court was mistaken in its ruling that the issues in the state court claims and the issues in the federal court claims are substantially different, as the federal court claim is based upon RICO. The court disagrees with defendants' contentions. Although both the state and the federal court claims are based upon similar underlying transactions, the federal court claims are founded exclusively upon RICO, a federal statute with entirely different elements than state law breach of contact allegations.

Accordingly, the motion of The Becnel Company and Thomas R. Becnel for a new trial is hereby DENIED.

Opelousas, Louisiana, January 25, 1988.

JOHN M. SHAW
UNITED STATES DISTRICT JUDGE

EXHIBIT D

DENIAL OF REHEARING

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 88-9017

STEVEN DUPUIS, ET AL.,
Plaintiffs-Respondents,
versus
THE BECNEL COMPANY, ET AL.,
Defendants-Petitioners.

U. S. COURT OF APPEALS
FILED
MAY 3 1988
GILBERT F. GANUCHEAU
CLERK

Petition for Leave to Appeal an
Interlocutory Order or in the
Alternative for a Writ of Mandamus

Before POLITZ, JOHNSON, and HIGGINBOTHAM, Circuit Judges.

BY THE COURT:

IT IS ORDERED that petitioner's motion for reconsideration of this Court's order of April 6, 1988 denying permission for leave to appeal the interlocutory order or in the alternative a writ of mandus is denied.

EXHIBIT E

STATE PETITION

DIV. "J"

STEVEN J. DUPUIS, SR., ET AL : 15TH JUDICIAL DISTRICT COURT

VERSUS : DOCKET NUMBER: 85-8457

THE BECNEL COMPANY (formerly known as SBS BUILDING CORPORATION), ET AL : LAFAYETTE PARISH, LOUISIANA

. . . . . .

PETITION

The joint petition of STEVEN J. DUPUIS, SR., a person of the full age of majority and a resident of and domiciled in the Parish of Lafayette, Louisiana; STEVEN J. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, a legal entity pursuant to the Laws of the State of Louisiana; JAMES H. DUPUIS, SR., a person of the full age of majority and a resident of and domiciled in the Parish of Lafayette, Louisiana; JAMES H. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, a legal entity pursuant to the Laws of the State of Louisiana; JOHN W. DUPUIS, III, a person of the full age of majority and a resident of and domiciled in the Parish of Sabine, Louisiana; and JOHN W. DUPUIS, IV IRREVOCABLE INTER VIVOS TRUST, a legal entity pursuant to the Laws of the State of Louisiana, petitioners, with respect represent:

I.

Made defendant herein are:

1. THE BECNEL COMPANY, a Louisiana Corporation formerly known as SBS BUILDING CORPORATION, which said corporation is domiciled in Lafayette Parish, Louisiana;

2. SBS-RUE BIENVILLE 1981 VENTURE, A LOUISIANA PARTNERSHIP IN COMMENDAM, formed on June 22, 1981, and filed of record with the Louisiana Secretary of State and the Lafayette Parish Clerk of Court under File No. 81-019777 of the records of Lafayette Parish Louisiana;

3. THOMAS R. BECNEL, a person of the full age of majority and a resident of and domiciled in Lafayette Parish, Louisiana;

4. JOHN D. PRICE, a person of the full age of majority and a resident of and domiciled in Lafayette Parish, Louisiana;

5. BRIT BUSCH, a person of the full age of majority and a resident of and domiciled in Lafayette Parish, Louisiana;

6. MANNING F. BILLEAUD, a person of the full age of majority and a resident of and domiciled in Lafayette Parish, Louisiana.

II.

The aforedescribed defendants are liable jointly, severally and in solido for all relief sought herein, all as is hereinafter set forth.

III.

The Becnel Company, as the general and/or managing partner is liable for all relief sought herein for all reasons hereinafter set forth including, but not limited to, its willful misconduct, gross negligence, and/or intentional breach of contractual, legal, and/or fiduciary obligations owed to petitioners.

IV.

Thomas R. Becnel, as sole shareholder and as an officer and/or director of The Becnel Company, formerly known as SBS Building Corporation, which corporation is the general and managing partner of SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, is liable in solido with his corporation, The Becnel Company, for all relief sought herein because of his personal actions and concerted involvement in perpetrating the willful misconduct, gross negligence, intentional breach of contractual, legal and/or fiduciary obligations, deceit, false representations, artifice and/or concealment as hereinafter set forth, through his corporation, The Becnel Company. Furthermore, the said Thomas R. Becnel, is liable with The Becnel Company in solido, under the theory that the said Becnel Company is merely the alter ego of Thomas R. Becnel such that Thomas R. Becnel is liable in solido with The Becnel Company for all relief hereinafter set forth.

V.

Defendants, John D. Price, Brit Busch, Manning F. Billeaud, and Thomas R. Becnel are partners in commendam in the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam and, as such, are indispensable parties to this litigation. Because of said defendants' contractual relationship with petitioners herein and because of the effect that the granting of the relief herein sought will have, said defendants must be cited and named as defendants herein and are necessary and indispensable parties to this litigation such that there may not be a complete and equitable adjudication of the controversy sub judice unless said defendants are joined in this action.

VI.

Your defendant, SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam is, likewise, liable to petitioners herein for all relief sought. As such, said partnership is an indispensable party defendant to these proceedings and must be cited and is necessary and indispensable such that there will be a complete and equitable adjudication of this controversy and litigation.

VII.

Petitioners (sometimes hereinafter collectively referred to as the "Dupuis Interest") are damaged and continue to suffer damages as a result of the willful misconduct, gross negligence, intentional breach of fiduciary, legal and/or contractual obligations, deceit, false representations, artifice and/or

concealment as well as other transgressions of law perpetrated by the defendants, Thomas R. Becnel and/or The Becnel Company, all of which entitle them to the relief herein sought.

VIII.

Defendants, Thomas R. Becnel and/or The Becnel Company, through a concerted course of action and through their acts and omissions have violated federal and state laws and have breached fiduciary, contractual and/or legal duties owed to your petitioners, to the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, itself, and to the other party-litigants. These commissions and/or omissions can be generally described in the following non-exclusive particulars:

(a) Acting singly and/or in concert, directly and/or indirectly, and aiding and abetting one another to induce petitioners to enter into the partnership on or about June 22, 1981 by intentionally making false and/or misleading statements to the petitioners concerning this transaction and the contributions to be made by Thomas R. Becnel and/or The Becnel Company in this partnership;

(b) In continuation of this device, scheme and/or artifice to deceive, Thomas R. Becnel and/or The Becnel Company made further false and/or misleading statements to petitioners concerning his and/or its activities and contributions to the partnership, the financial gain to be derived by him and/or it or entities related to them from the partnership, as well as the financial condition and business of the partnership, all upon which petitioners relied to their detriment;

(c) By virtue of such false and/or misleading statements, and additional misrepresentations made in regards to the partnership and the activities of Thomas R. Becnel and/or The Becnel Company and/or entities related to and controlled by the said Thomas R. Becnel and/or The Becnel Company, these defendants induced petitioners to enter into the partnership and to remain as partners therein occasioning your petitioners to incur severe losses and sustain damages as hereinafter set forth.

IX.

Petitioners seek the following relief:

(a) To have all improperly paid, non-substantiated, misapplied and/or unauthorized funds which have been paid by the partnership, Thomas R. Becnel and/or The Becnel Company, returned to the partnership and distributed to the partners as a distribution and/or placed on deposit as an asset of the partnership and/or paid in reduction of the mortgage obligation of the partnership, with said reclaimed and returned funds to bear interest from the date of their payment and, in lieu of the reclamation and return of said funds, judgment against Thomas R. Becnel and/or The Becnel Company and/or SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam for said amounts, together with interest from the date of their payment and/or in lieu thereof legal interest at the

highest permissable rate, together with reasonable attorney's fees and all cost associated therewith;

(b) Because of the innate conflict of Thomas R. Becnel and/or The Becnel Company with the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam and with your petitioners herein, and further, because of the past actions of Thomas R. Becnel and/or The Becnel Company and his and/or its willful misconduct, gross negligence, deceit, artifice, and/or intentional breaches of duty, law and contract, to have this Honorable Court appoint a special master, liquidator, conservator, and/or commissioner to function as managing partner of the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam presently and until judgment herein is rendered and that said special master, expert, and/or officer of this Court, pro tempore, have his fees taxed as court cost herein;

(c) Because of the complexity and exceptional circumstances surrounding the partnership subject to this litigation, the lack of adequate and/or verifiable accounting and financial information concerning the affairs of said partnership, as will hereinafter be explained, the intentional failure of the general partner and/or Thomas R. Becnel to produce records of the partnership upon request, there should be a full and accurate valuation of the partnerhsip and an accounting for assets of the partnership by a special master, expert and/or officer of the Court, pro tempore, appointed for these purposes, whose fees should be taxed as court cost herein;

(d) That subsequent to the return of all reclaimable funds which have been improperly paid and/or misapplied and which funds are to be returned to the partnership, there be judgment herein authorizing and ordering that the Dupuis Interest be allowed to withdraw without the consent of the partners and prior to the expiration of the term of the partnership because of just cause arising out of the failure of The Becnel Company and/or Thomas R. Becnel to perform certain obligations as herein set forth;

(e) That petitioners, as former partners, be entitled to an amount equal to the value of their share of the partnership, together with legal interest from date of judicial demand plus reasonable attorney's fees, which amount should be fixed at a sum not less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 ($1,500,000.00) DOLLARS, pursuant to the valuation and rights of preferential distribution set forth in the articles of partnership and as substantiated by the valuation of the partnership;

(f) An award of all other damages to petitioners herein, which they have suffered and may prove at trial, such as but not limited to the loss of use of funds, treble and/or punitive damages, penalty interest, and all attorney's fees and cost incurred in the prosecution of this litigation;

(g) Alternatively that the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam be dissolved and liquidated, and pursuant

to said dissolution and/or liquidation that there be a liquidator appointed, that the said liquidator seek reimbursement and reclamation of all funds due to the partnership, that said funds be returned to the partnership, that there be a valuation of the partnership and that upon dissolution and/or liquidation, your petitioners receive herein the valuation and rights of preferential distribution as is set forth in the articles of partnership and as is substantiated by the valuation of the partnership, which amount should be not less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 ($1,500,000.00) DOLLARS, together with legal interest from date of judicial demand until paid, and all attorney fees and cost incurred in the prosecution of this litigation, which attorney fees and cost should be taxed as cost of court and/or expenses of the liquidation and/or dissolution.

X.

During calendar year 1980, petitioners were solicited by Thomas R. Becnel to enter into certain real estate transactions with him. One of these proposed transactions culminated in petitioners forming, with Thomas R. Becnel and his company, SBS Building Corporation, which is now known as The Becnel Company, the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam.

XI.

In soliciting the petitioners herein, Thomas R. Becnel, on numerous occasions, assured petitioners and had them believe that he had the know-how and experience to develop, construct, lease-out and manage a commercial office building. These abilities of Thomas R. Becnel and/or his company, SBS Building Corporation, were to be the contribution made to the proposed partnership in return for the partnership interest to be accorded to Thomas R. Becnel and/or the SBS Building Corporation in said partnership.

XII.

Conversely, the contribution to be made and actually made by petitioners herein was deeding of all of their rights, title and interest in and to approximately 3.6 acres of immovable property to the newly formed partnership which property was used as collateral to borrow funds to construct a commercial office building thereon. In return for the conveyance of the immovable property to the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, petitioners received their interest in said partnership as well as a right of preferential distribution on the basis of $7.50 per square foot of real estate upon the sale, dissolution, withdrawal or other disposition as to the partnership.

XIII.

Petitioners fulfilled their agreement and have made their contributions as intended by the parties to the partnership. Thomas R. Becnel and/or The Becnel Company, however, have not done so despite the inducement of

Thomas R. Becnel to petitioners as aforedescribed. The obligations as to contributions and duties of the partners are as are more specifically set forth in the articles of partnership which are attached hereto and made a part thereof after having been identified as "Petitioners' Exhibit A".

XIV.

In order to persuade petitioners to enter into the partnership with him, Thomas R. Becnel prepared and/or had prepared projections and/or pro formas of cost and operating expenses which were given to petitioner as inducements and representations to substantiate the profitability associated with the proposed partnership.

XV.

None of the projections and/or pro formas provided for the payment of management and/or leasing and/or commitment fees to Thomas R. Becnel and/or The Becnel Company and/or companies or entities related to these defendants. Further, said projections and pro formas reflect annual spendable income of approximately TWO HUNDRED THIRTY FOUR THOUSAND AND NO/100 ($234,000.00) DOLLARS.

XVI.

Based on the claims, assertions, assurances, projections and/or pro formas as well as the representations of Thomas R. Becnel, petitioners entered into the parthership known and designated as SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, on or about June 22, 1981.

XVII.

As is shown in the articles of partnership, the principal business to be engaged in by the partnership is the ownership, planning, development, management, operation, leasing and sale of immovable property, as developed with the commercial office building, which property was conveyed to the partnership by petitioners herein.

XVIII.

SBS Building Corporation, now known as The Becnel Company, was and is the general and managing partner of the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam.

XIX.

Petitioners herein have honored their agreement and have made and contributed their capital contribution to the partnership all as is set forth in the articles of partnership. Defendants, Thomas R. Becnel and/or The Becnel Company have not done so, have not paid the recited capital contribution into the partnership, and, additionally, have not provided the leasing services and management services as to the commercial office building as is stipulated to be a part of their capital contribution but have caused the parthership to pay

exorbitant and excessive sums for leasing and management fees to entities owned by and/or controlled by Thomas R. Becnel and/or The Becnel Company.

XX.

Defendants, Thomas R. Becnel and/or The Becnel Company by paying and/or causing these improper and misapplied leasing and management fees to be paid to themselves and/or to entities which they control, have deprived petitioners of distributions of disposable earnings. Alternatively, the said Thomas R. Becnel and/or The Becnel Company have intentionally failed to make any distributions to the partnership of disposable income in an effort to exert economic pressure on the partnership and/or petitioners herein as a ploy to gain economic advantage over said petitioners.

XXI.

Upon information and belief, petitioners aver that Thomas R. Becnel and/or The Becnel Company have willfully, intentionally, and/or negligently breached the articles of partnership, as well as their contractual, legal and/or fiduciary obligations to and in favor of petitioners in the following non-exclusive particulars:

(a) Failure to maintain the principal office and place of business of the partnership at 120 Exchange Place, Lafayette, Louisiana, and/or failure to designate by notice to the partners in commendam any change of principal place of business.

(b) Failure to file a duplicate original of the articles of partnership with the Louisiana Secretary of State for registry in the Central Registry for Contracts of Parthership within five (5) days of June 22, 1981.

(c) Failure to pay or cause to have paid by the general partner the capital contribution of FIVE HUNDRED AND NO/100 ($500.00) DOLLARS.

(d) Failure of the general partner to make or to cause to have made, as contribution to the partnership, non-compensated know-how and experience in the development, construction, leasing-out, and management of the commercial office building built upon the immovable property deeded to the partnership by petitioners herein.

(e) Failure of Thomas R. Becnel to pay and/or to cause to be paid the sum of ONE HUNDRED AND NO/100 ($100.00) DOLLARS as his contribution to the partnership.

(f) Failure of Thomas R. Becnel to make or to have made, as his contribution to the partnership, the conveyance of any of his interest in various plans, building contracts, loan commitments and options to the property.

(g) Failure by the general partner to expend partnership funds solely for the purposes of the partnership and the knowing expenditure of partnership funds, by the general partner, for purposes and obligations not authorized by the partnership agreement.

(h) Allowing and/or causing the partnership to enter into contracts with entities affiliated with and/or controlled by Thomas R. Becnel and/or The Becnel Company for the purposes of leasing and management of the

partnership project, in contravention to the provisions of the articles of partnership, and without authorization and necessity for said contracts; and, further, causing said related and/or controlled entities to be paid clearly exorbitant, improper and impermissible fees by the partnership, all to the detriment of the partnership and to your petitioners herein.

(i) Alternatively, causing the partnership to enter into leasing and/or management agreements with entities affiliated and/or controlled by Thomas R. Becnel and/or The Becnel Company under terms and conditions that are inconsistent with industry standards in the locale for such agreements, contracts, and/or obligations and all in derogation of the articles of partnership and to the detriment of the partnership and to your petitioners herein.

(j) Causing to have paid fees and/or sums to affiliated and controlled entities and/or individuals of Thomas R. Becnel and/or The Becnel Company which fees and/or sums are improper, impermissible, do not serve the purpose and benefit of the partnership and which are in violaton of the articles of partnership and which are to the detriment of the partnership as well as to your petitioners herein.

(k) Failure to have the partnership books kept at the principal place of business of the partnership of such other place as is designated.

(l) Intentional actions and/or gross negligence and/or failure on the part of Thomas R. Becnel and/or The Becnel Company in not allowing petitioners to receive an accounting of the partnership affairs.

(m) Intentional and/or negligent comingling, by Thomas R. Becnel and/or The Becnel Company or caused by Thomas R. Becnel and/or The Becnel Company, of partnership assets and funds with assets and funds belonging to other entities and/or individuals.

(n) Intentional and/or negligent payment of non-partnership obligations with and by funds of the partnership.

(o) Failure to allow petitioners the free access to and the right to inspect and copy the books of account and books of the partnership, despite repeated and numerous requests to be allowed to examine said books. Copies of said requests are documented by copies of the correspondence which are attached hereto and made a part hereof after having been identified as "Petitioners' Exhibit B".

(p) Intentional and/or negligent failure by The Becnel Company and/or Thomas R. Becnel to provide an annual partnership financial statement, including a balance sheet and income statement to the partners within sixty (60) days after the close of each year as well as the failure to furnish income tax information required for the partners in the filing of their federal and state income tax returns to the partners within seventy five (75) days of the close of the partnership's taxable year.

(q) Admission of new partners in commendam in violation of and/or derogation of the articles of partnership in commendam.

(r) The assignment, transfer and/or sale of a portion of the partnership interest of Thomas R. Becnel in violation and/or derogation of the articles of partnership.

(s) Intentional and/or negligent payment, by The Becnel Company and/or

Thomas R. Becnel, of leasing fees, management fees, and commitment fees, improperly and without justification and in violation and/or derogation of the articles of partnership, which fees and sums were paid to entities related and/or owned by Thomas R. Becnel and/or The Becnel Company and which improper and impermissible payments exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 ($250,000.00) DOLLARS.

(t) In making payments to entities and/or individuals related to Thomas R. Becnel and/or The Becnel Company for services not associated with, rendered to, and/or not needed by the partnership under guise of donations, and/or pest control and extermination and/or aircraft cost.

(u) Other violations of the fiduciary, contractual, and/or legal obligations of The Becnel Company and/or Thomas R. Becnel to the partnership and to your petitioners herein as will be shown upon the trial on the merits of this matter.

XXII.

Upon information and belief, petitioners aver that The Becnel Company and/or Thomas R. Becnel have engaged in a course of conduct which materially benefits themselves or entities which they own and/or control inasmuch as said related individuals and/or entities have received unauthorized and impermissible compensation in derogation of the articles of partnership and the fiduciary obligations of the general partner. Furthermore, the said general partner, The Becnel Company and/or Thomas R. Becnel, did not divulge the conflicts of interest which they have in their various capacities and as they relate to the partnership and/or to the partners therein, and, accordingly have breached their obligations to the petitioners by failing to adequately advise the petitioners of such conflicts.

XXIII.

Upon information and belief, petitioners aver that the general partner, The Becnel Company and/or Thomas R. Becnel, have negligently managed the affairs of the partnership, have authorized expenditures of funds from the partnership for services, equipment and/or repairs that were not justified and were not for the economical benefit and advantage of the partnership and, furthermore, have further violated their duties owed to the partnership and to petitioners, as partners in commendam.

XXIV.

Petitioners, on numerous occasions, have made demand upon the general partner, The Becnel Company and/or Thomas R. Becnel, for explanations and accountings as to the partnership which demands have never been fully and adequately answered and responded to. Accordingly, the defendants have breached their fiduciary duties and obligations to petitioners and continue to breach their fiduciary duties. As a result of the foregoing, petitioners aver that the actions of The Becnel Company and/or Thomas R. Becnel constitute breaches of contract, breaches of duties owed as a mandatory, agent and general partner, constitute mismanagement, willful

misconduct, gross negligence and/or intentional breaches, all of which have caused direct and substantial damage to the petitioners for which they are entitled to compensation and the relief herein prayed for.

XXV.

Additionally, the actions of said defendants, Thomas R. Becnel and/or The Becnel Company, constitute just cause authorizing petitioners to withdraw without the consent of the other partners prior to the expiration of the term of the partnership and to have said petitioners receive payment for the value of their interest in the partnership in the amount determined to be due them, together with legal interest thereon from date of judicial demand until paid, as well as all attorney's fees and cost associated with these proceedings. This relief is authorized and provided for by articles of the Louisiana Civil Code, such as but not limited to Article 2821.

XXVI.

Alternatively, the actions of Thomas R. Becnel and/or The Becnel Company are just cause for and/or pose the impossibility of obtaining the object of the partnership and, as such, are cause for the termination and dissolution of the partnership as is provided for by articles of the Louisiana Civil Code, such as but not limited to Article 2826.

XXVII.

Upon information and belief, petitioners aver that all representations made to them by Thomas R. Becnel and/or The Becnel Company have been made for the purpose of deceit and/or were made with a mental state embracing an attempt to deceive, manipulate, and/or deprive petitioners of their interest and property and that said defendants knew the falsity of said misrepresentations of material facts and, yet, have acted singly and/or in concert with, directly and/or indirectly, and aided and abetted and were aided and abetted one to the other, in this course of action, all to the detriment of petitioners and occasioning damages to petitioners as set forth herein.

XXVIII.

Petitioners aver that the disclosure of the omitted information and/or the accurate portrayal of the misinformation depicted, received and communitated to them by Thomas R. Becnel, would have dissuaded them from entering into this partnership and that said misrepresentations and inaccuracies were a material inducement to petitioners to enter into the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam. Accordingly, petitioners specifically plead their detrimental reliance upon the actions of Thomas R. Becnel and/or The Becnel Company.

XXIX.

Upon information and belief, petitioners aver that defendants, Thomas R. Becnel and/or The Becnel Company, acted singly and/or in concert, directly and/or indirectly, aiding and abetting one another, using means and

instrumentalities, and with a mental state embracing an attempt to deceive, manipulate and/or deprive petitioners, and further participated in this device, scheme or artifice to deceive, manipulate and/or deprive petitioners and obtained property and assets from petitioners by means of untrue statements of material facts and omissions to state material facts necessary to make the statements understood and in light of the circumstances under which they were made, makes said statements misleading. Said defendatns possessed an actual or general awareness of their roll in this improper activity and knowingly undertook this activity. Further, said defendants were active and knowing participants in the various conflicts of interest and concealments of material facts as enumerated in this petition.

XXX.

As a result of the acts and omissions of Thomas R. Becnel and/or The Becnel Company, said defendants are liable to petitioners for all relief herein sought; for the loss of investment income during the period of June 22, 1981, to the date of judgment to be rendered herein; for the loss of tax benefits from alternative investments which may have been at petitioners' disposal; for legal interest from date of June 22, 1981, through the date of judgment herein and until paid, as well as for an accounting and such other damages as petitioners may prove at trial, together with reasonable attorney's fees and all cost of these proceedings.

XXXI.

Upon information and belief, defendants Thomas R. Becnel and/or The Becnel Company in their actions, as aforedescribed, acted singly and/or in concert, directly and/or indirectly, and communicated offers to sell from within the State of Louisiana a security, as defined as the Louisiana Blue Sky Law (Louisiana Revised Statute 51:701 et seq, as amended) to petitioners by means of untrue statements of material facts or omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made not misleading and, thereby, violated Louisiana Revised Statute 51:715 et seq. Petitioners did not know of these untruths or omissions. Defendants, Thomas R. Becnel and/or The Becnel Company, knew or in the exercise of reasonable care could have known of these untruths or omissions.

XXXII.

Thomas R. Becnel, individually and as an officer, director and/or stockholder in The Becnel Company was a material aider and abetter in the transactions in question and is liable under Louisiana Revised Statute 51:715 (b) jointly, severally, and in solido with and to the same extent as that The Becnel Company is to petitioners. As a proximate result of defendants' violations of Louisiana Revised Statute 51:715 (a)(3) and/or (b), petitioners incurred the damages detailed herein and said defendants are liable to petitioners for the consideration paid for the security, namely, to-wit, the sum of $7.50 per square foot of immovable property placed into the partnership,

together with interest at the rate of six percent (6%) per year on said amount, from June 22, 1981, to the date of payment, together with all cost of these proceedings and reasonable attorney's fees. Petitioners aver that they have made tender of their interest in the security to defendants, Thomas R. Becnel and/or The Becnel Company, who have refused the tender and the reimbursement to petitioners for all sums due. Copies of said tenders are attached hereto and made a part hereof after being identified as "Petitioners' Exhibit C".

XXXIII.

Upon information and belief, defendants Thomas R. Becnel and/or The Becnel Company acting singly and/or in concert, directly and/or indirectly, violated and/or aided and abetted each others violation of Louisiana Revised Statute 51:1405 et seq by using and employing unfair and deceptive methods, acts and practices declared unlawful by Louisiana Revised Statute 51:1401 et seq. Said defendants' unfair and deceptive methods, acts and practices are as is described and detailed in this petition.

XXXIV.

As a result of the use and employment by Thomas R. Becnel and/or The Becnel Company of these unfair and deceptive methods, acts and practices declared unlawful by Louisiana Revised Statute 51:1401 et seq, petitioners have suffered damages as are itemized in this petition. Accordingly, said defendants Thomas R. Becnel and/or The Becnel Company are liable, jointly, severally, and in solido, for such losses sustained by the petitioners together with treble damages, legal interest, reasonable attorney's fees and all cost of these proceedings.

XXXV.

Upon information and belief, and for the reasons as are herein set forth, as a proximate result of Thomas R. Becnel and/or The Becnel Company's acts, negligence, imprudence and want of skill, petitioners have suffered loss and damages for which defendants are liable, in solido, under Louisiana Civil Code Articles 2315, 2316, and 2324. Additionally, upon information and belief, Thomas R. Becnel and/or The Becnel Company are liable under Civil Code Article 2317 and 2320 for the damages to petitioners occasioned by the preventable acts of persons for whom they are answerable and other things which they had in their custody.

XXXVI.

Upon information and belief, and at all relevant times, petitioners were induced by untrue statements and material omissions by defendants, Thomas R. Becnel and/or The Becnel Company, bearing on the contract of partnership. Said defendants, Thomas R. Becnel and/or The Becnel Company made these untrue statements and material omissions with the intention of inducing petitioners to enter into said partnership and said defendants knew that the representations were untrue and contained material omissions.

XXXVII.

As a result of these untrue statements and/or material omissions, petitioners are entitled, under Louisiana Civil Code Article 1847, to the rescission of the transaction, to the return of the capital contribution made by them to the partnership, together with all damages detailed and specified in this petition such as but not limited to interest from the date of the contribution and/or legal interest, punitive and/or treble damages, reasonable attorney's fees and all cost of these proceedings.

XXXVIII.

Upon information and belief, Thomas R. Becnel and/or The Becnel Company, as managing partner and as a mandatary of petitioners have and have had general and express duties owed to petitioners such as but not limited to the furnishing of all appropriate information, the obligation to communicate and not withhold material facts from the petitioners, the full and accurate evaluation of the partnership. Despite these duties and obligations, your defendants Thomas R. Becnel and/or The Becnel Company have breached the general and specific duties of reasonable care owed to petitioners thereby causing damages to petitioners as is set forth herein all in violation of Louisiana Civil Code Articles 2315, 2316, 3003, and 3004. In addition to seeking recovery for all losses sustained, petitioners demand, pursuant to Article 3004 of the Louisiana Civil Code, an accounting by Thomas R. Becnel and/or The Becnel Company of their managment.

XXXIX.

Upon information and belief, Thomas R. Becnel and/or The Becnel Company have occupied a position of special trust and confidence as general and managing partner herein. Said defendants were obligated to act with utmost honesty and good faith in dealing with petitioners and to exercise reasonable care to protect petitioners' interest. By virtue of the acts and omissions described herein, Thomas R. Becnel and/or The Becnel Company have breached their fiduciary duty owed to the petitioners occasioning petitioners to suffer all damages as are set forth and itemized herein.

XL.

Accordingly, petitioners are entitled to seek and have recovery for those losses occasioned by them because of Thomas R. Becnel's and/or The Becnel Company's breach of the fiduciary duties owed and imposed under Louisiana Civil Code Articles 1847, 3016, and 3018.

XLI.

Upon information and belief, Thomas R. Becnel is the sole owner and is an officer and director of The Becnel Company. The said Becnel Company has not discharged its duties in its position of good faith and did not discharge said duties with diligence, care, and steadfast skill which ordinarily prudent men would exercise under similar circumstances and like positions. Furthermore, Thomas R. Becnel did not discharge his duties owed to the

other partners and to your petitioners herein in good faith and did not undertake and discharge said duties with diligence, care, and steadfast skill which ordinarily prudent men would exercise under similar circumstances and like positions.

XLII.

This breach of the fiduciary duty of The Becnel Company and/or its sole owner, officer and director Thomas R. Becnel violated Louisiana Revised Statute 12:91 and 12:95 and petitioners suffered the damages as are detailed and itemized herein. Said defendants, accordingly, are liable jointly, severally, and in solido for all losses sustained by petitioners herein.

XLIII.

Because of the actions of Thomas R. Becnel as herein set forth which are violative of Louisiana Revised Statute 12:95 and because of his deceitful practices, artifice, false representations and/or concealment, the said Thomas R. Becnel, as promotor, shareholder, director and officer of The Becnel Company is liable, in solido, with The Becnel Company for all damages sustained by petitioners as itemized and set forth herein.

XLIV.

That petitioners are entitled to have Thomas R. Becnel and/or The Becnel Company show cause on a day and date to be fixed by this Honorable Court why the temporary relief sought herein should not be granted any why the Court should not appoint a special master and an expert to serve at the direction of the Court and until further order of this Court.

WHEREFORE, petitioners, STEVEN J. DUPUIS, SR., STEVEN J. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, JAMES H. DUPUIS, SR., JAMES H. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, JOHN W. DUPUIS, III and JOHN W. DUPUIS, IV IRREVOCABLE INTER VIVOS TRUST pray:

(1) That all defendants be duly cited and served with these pleadings and ordered to appear and answer the same;

(2) That after due proceedings had there be judgment herein in favor or your petitioners and against your defendants THOMAS R. BECNEL and/or THE BECNEL COMPANY, ordering all improperly paid, non-substantiated and/or misapplied funds and sums to be returned to the partnership and distributed to the partners as a distribution and/or placed on deposit as an asset of the partnership and/or paid in reduction of the mortgage obligation of the partnership with said returned and reclaimed funds bearing interest from the date of their improper payment and in lieu of the return and reclamation of said funds that there be judgment against Thomas R. Becnel and/or The Becnel Company for said amounts together with interest from the date of payment of said funds or in lieu thereof, legal interest at the highest rate, together with attorney's fees and all costs associated therewith.

(3) That because of the innate conflict of Thomas R. Becnel and/or The Becnel Company and because of the actions of said Thomas R. Becnel and/or The Becnel Company as described in this petition, the Honorable Court should appoint a special master, liquidator, conservator and/or commissioner to function as managing partner of the partnership presently and until judgment herein is rendered and that said special master and/or officer of the Court, pro tempore, have his fees taxed as court cost herein;

(4) That because of the complexity and exceptional circumstances surrounding the partnership, the lack of adequate and verifiable accounting and financial information concerning the affairs of the partnership as set forth in the petition as well as the intentional failures of the general partner and/or Thomas R. Becnel to produce records of the partnership upon request, there should be a full and accurate valuation of the partnership and accounting for assets of the partnership by a special master, expert, or officer of the Court, pro tempore, appointed for these purposes, whose fees should be taxed as court costs herein;

(5) That subsequent to the return of the funds due the partnership, that there be judgment herein authorizing and ordering that the petitioners be allowed to withdraw from the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, without the consent of the partners and prior to the expiration of the term because of just cause arising out of the failure of the Becnel Company and/or Thomas R. Becnel to perform certain obligations as alleged in the petition;

(6) That petitioners, as former partners, be entitled to and recieve judgment for an amount equal to the value of their shares in the partnership, together with legal interest from date of demand and which share should be fixed at a sum not less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 ($1,500,000.00) DOLLARS, pursuant to the valuation and rights of preferential distribution set forth in the articles of partnership and as substantiated by the valuation of the partnership and that said preferential rights of distribution in the partnership be recognized and applied herein;

(7) That an award of all other damages to petitioners herein which they have suffered and which they may prove at trial such as but not limited to the loss of use of funds, treble damages, punitive damages, penalty interest, reasonable attorney's fees, and all cost of court herein be awarded;

(8) Alternatively, that SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, be dissolved and liquidated, and pursuant thereto that a liquidator be appointed, that said liquidator seek reimbursement of all funds due to the partnership, that said funds be returned to the partnership, that there be a valuation of the partnership and that upon dissolution petitioners receive herein the valuation and right of preferential distribution as is set forth in the articles of partnership and as is substantiated by the valuation of the

partnership which said sums due to petitioners should be not less than ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 ($1,500,000.00) DOLLARS, together with legal interest thereon from date of judicial demand, together with all attorney's fees and cost incurred herein by this litigation which attorney's fees and cost should be taxed as court cost and/or expenses of the liquidation;

(9) That there be judgment herein in favor of petitioners and against defendants THOMAS R. BECNEL and/or THE BECNEL COMPANY for all damages associated with the loss of investment income during the period of June 22, 1981 to the date of judgment, the loss of tax benefits from alternative investments which may have been at petitioners' disposal, judgment for legal interest from June 22, 1981, and such other damages as petitioners may prove at trial, together with reasonable attorney's fees and all cost of these proceedings;

(10) That there be judgment against THOMAS R. BECNEL and/or THE BECNEL COMPANY recognizing the violation of said defendants of Louisiana Revised Statute 51:701 et seq, as amended, and holding said defendants to be liable, jointly, severally, and in solido, to petitioners for all damages sustained by petitioners herein, namely the sum of SEVEN AND 50/100 ($7.50) DOLLARS per square foot of immovable property placed into the SBS-Rue Bienville 1981 Venture, A Louisiana Partnership In Commendam, together with interest at the rate of six percent (6%) per annum until paid, from June 22, 1981, on said sum, plus reasonable attorney's fees and all cost of these proceedings.

(11) That there be judgment against THOMAS R. BECNEL and/or THE BECNEL COMPANY recognizing that said defendants have violated Louisiana Revised Statute 51:1405 et seq and awarding judgment to petitioners against said defendants jointly, severally, and in solido for all damages occasioned to petitioners together with treble damages, reasonable attorney's fees and all cost incurred;

(12) That there be judgment herein against defendants THOMAS R. BECNEL and/or THE BECNEL COMPANY recognizing the liability of said defendants under Louisiana Civil Code Articles 2315, 2316, 2324, 2317, 2320, 3003, and 3004, and awarding to petitioners all damages occasioned and sustained, legal interest from date of judicial demand as well as reasonable attorney's fees and all cost of these proceedings;

(13) That there be judgment against all defendants recognizing the right of petitioners to a rescission of the partnership and to a return of their capital contribution made to them or in lieu thereof the monitary value for said contribution, together with all damages sustained, legal interest or penalty interest from the date of said contribution, reasonable attorney's fees and all cost of these proceedings;

(14) That there be judgment against defendants THOMAS R. BECNEL and/or THE BECNEL COMPANY recognizing said defendants' breach of their fiduciary duties owed and imposed under Louisiana Civil Code Articles 1847, 3016, and 3018, and awarding to petitioners,

all damages sustained, together with legal interest from date of judicial demand until paid, reasonable attorney's fees and all cost of these proceedings;

(15) That there be judgment against THOMAS R. BECNEL, in solido with THE BECNEL COMPANY, for all relief awarded herein, and for all damages sustained by petitioners herein;

(16) That there be judgment herein in favor of petitioners, and against all defendants, awarding to petitioners all relief requested, as it pertains to each defendant;

(17) That all defendants be ordered to show cause on a day and at an hour to be fixed by this Court why this Honorable Court should not appoint a special master, liquidator, conservator, and/or commissioner to function as managing partner of the partnership presently and until judgment herein is rendered and that the said special master, expert and/or officer of the court, pro tempore, have his fees taxed as court cost herein and, further, to show cause why this Honorable Court should not appoint a special master, expert or officer of the court, pro tempore, appointed to perform an accounting and valuation of the partnership and of its assets, and why the fees of said master, expert or officer of the Court should not be taxed as court cost herein;

(18) And for all general and equitable relief as the law and the nature of the case may afford.

DUPUIS, MAYERS & HARSON

BY: _____
STEVEN J. DUPUIS, ATTORNEY
FOR PETITIONERS

ORDER

Considering the foregoing petition and the facts set forth therein,

IT IS ORDERED BY THIS COURT that defendants show cause on the 20 day of January, 1986, why this Honorable Court should not appoint a special master, liquidator, conservator, and/or commissioner to function as managing partner of the partnership presently and until judgment herein is rendered and that the said special master, expert and/or officer of the court, pro tempore, have his fees taxed as court cost herein and further to show cause why this Honorable Court should not appoint a special master, expert or officer of the court, pro tempore, appointed to perform an accounting and valuation of the partnership and of its assets, and why the fees of said master, expert or officer of the Court should not be taxed as court cost herein.

Lafayette, Louisiana, this 3rd day of January, 1986.

_____
DISTRICT JUDGE

PLEASE SERVE PERSONALLY:

SBS-RUE BIENVILLE 1981 VENTURE
A LOUISIANA PARTNERSHIP IN COMMENDAM
Through its general partner
The Becnel Company
through its president
Thomas R. Becnel
101 La Rue France, Suite 500
Lafayette, Louisiana 70508

THE BECNEL COMPANY
Through its registered agent
Thomas R. Becnel
101 La Rue France, Suite 500
Lafayette, Louisiana 70508

THOMAS R. BECNEL
101 La Rue France, Suite 500
Lafayette, Louisiana 70508

JOHN D. PRICE
1507 Alice Drive
Lafayette, Louisiana 70503

BRIT BUSCH
107 Nickerson Parkway
Lafayette, Louisiana 70501

MANNING F. BILLEAUD
145 Girard Woods Drive
Lafayette, Louisiana 70503

EXHIBIT F

FEDERAL PETITION

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

U. S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED
AUG 19 1987
ROBERT H. SHEMWELL, CLERK
BY S/CB
DEPUTY

STEVEN J. DUPUIS, STEVEN J. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, JAMES H. DUPUIS, JAMES H. DUPUIS, JR. IRREVOCABLE INTER VIVOS TRUST, JOHN W. DUPUIS, III, AND JOHN W. DUPUIS, IV IRREVOCABLE INTER VIVOS TRUST,

Plaintiffs

VS.

THOMAS R. BECNEL AND THE BECNEL COMPANY,

Defendants

CV87-1781
CIVIL ACTION

SEC O JUDGE SHAW

SECTION " "

MAGISTRATE DIV.

COMPLAINT

Steven J. Dupuis, Steven J. Dupuis, Jr. Irrevocable Inter Vivos Trust, James H. Dupuis, James H. Dupuis, Jr. Irrevocable Inter Vivos Trust, John W. Dupuis, III, and John W. Dupuis, IV Irrevocable Inter Vivos Trust complain and allege as follows:

JURISDICTION

1. These proceedings arise under, and jurisdiction is founded upon, the laws of the United States of America, more particularly the following:
   (a) The Act of Congress of May 27, 1933, known as the "Securities Act of 1933," § 22(a) of which grants to the United States District Courts exclusive jurisdiction over actions arising under said Act, codified at 15 U.S.C. § 77v;
   (b) The Act of Congress of June 6, 1934, known as the "Securities Exchange Act of 1934," § 27 of which grants to the United States District Courts exclusive jurisdiction over actions arising under said Act, codified at 15 U.S.C. § 78aa;
   (c) The Rules and Regulations of the United States Securities and Exchange Commission, as promulgated according to authority granted said Commission by the Securities Act of 1933 and the Securities Exchange Act of 1934, including without limitation the regulation appearing at 17 C.F.R. § 240.10b-5, more commonly known as "Rule 10b-5;"
   (d) The Rackateer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1964 (c); and

(e) As to the state-law claims asserted herein, pendent jurisdiction arising from the court's jurisdiction over the federal claims herein.

Venue

2. Venue is proper in this district as each defendant is found in, is an inhabitant of, or transacts business in this judicial district, and because acts or transactions constituting the violations alleged herein occurred in this judicial district.

Plaintiffs

3. Plaintiffs herein are as follows:

(a) Steven J. Dupuis, a person of full age of majority domiciled in the Parish of Lafayette, State of Louisiana;

(b) Steven J. Dupuis, Jr. Irrevocable Inter Vivos Trust, a trust created and existing pursuant to Louisiana law;

(c) James H. Dupuis, a person of full age of majority domiciled in the Parish of Lafayette, State of Louisiana;

(d) James H. Dupuis, Jr. Irrevocable Inter Vivos Trust, a trust created and existing pursuant to Louisiana law;

(e) John W. Dupuis, III, a person of full age of majority domiciled in Indian Rocks Beach, State of Florida; and,

(f) John W. Dupuis, IV Irrevocable Inter Vivos Trust, a trust created and existing pursuant to Louisiana law,

all of whom are sometimes referred to herein collectively as "Plaintiffs."

Defendants

4. Made defendants herein are:

(a) Thomas R. Becnel, a person of the full age of majority domiciled in the Parish of Lafayette , State of Louisiana; and,

(b) The Becnel Company, a Louisiana corporation with its principal place of business in the Parish of Lafayette, State of Louisiana, which is wholly owned and operated by Thomas R. Becnel, who also serves as its President and Director,

who are sometimes referred to herein collectively as "Defendants."

General Allegations

5. In 1980, Plaintiffs owned approximately 3.6 acres of undeveloped property in Lafayette, Louisiana, located at the intersection of Rue Beauregard Extension and Rue Bienville roads. The Plaintiffs' property was valued at that time at approximately $1,200,000.00. Thomas R. Becnel ("Becnel") approached the Plaintiffs with a plan to develop their

property and solicited their participation in his plan.

6. Becnel represented to the Plaintiffs that the site could be developed and used for the construction of a large commercial office building. Becnel stated that he possessed the requisite "know-how" and experience to arrange the development transactions, construct the office building with funds obtained from a lender, arrange leases for use of the office space and manage the building after completion.

7. Under Becnel's plan, Plaintiffs would contribute their land to the venture, which Becnel would then mortgage to obtain funds for the construction of the building. Becnel and his wholly-owned corporation, the Becnel Company, would undertake all tasks necessary to construct and lease-out the building, and then manage the building after it opened. Becnel proposed that he and the Becnel Company would own 67% of the investment venture in return for their services and that Plaintiffs collectively would own a 33% interest in the investment in return for their contribution of the property.

8. Becnel provided Plaintiffs with several written projections of the profits they could expect to receive from their investment. According to Becnel's representations, the Plaintiffs could expect to share in $180,000 to $294,000 in net income per year that would be generated by the project. At the time he was promoting this investment and soliciting Plaintiffs' participation in his plan, Becnel consistently assured Plaintiffs that the development would generate income well in excess of expenses and that they would share in that income according to their interest in the project.

9. Because the Plaintiffs were contributing property to the venture valued at approximately $1,200,000, Becnel further assured the Plaintiffs that, if any investment property was sold, any proceeds of the sale would be distributed on a priority basis to the plaintiffs at the rate of $7.50 per square foot to compensate Plaintiffs for their contribution, before any distribution to any other partner.

10. Plaintiffs placed a great amount of trust and confidence in Becnel and at that time had no reason to doubt the truthfulness of any of the representations made by Becnel or by the Becnel Company through Becnel.

11. In reliance upon the assurances and representations of the Defendants, Plaintiffs agreed to participate in the investment plans proposed by the Defendants.

12. Becnel organized "SBS - Rue Bienville 1981 Venture, A Louisiana Partnership in Commendam" (the "Partnership") as the legal vehicle through which the investment scheme would take place. Plaintiffs would contribute their land in return for limited partnership interests in the Partnership. Becnel and the Becnel Company would contribute their know-how, experience and management services to the project. In return, the Becnel Company, at that time doing business as the SBS Building Corporation, would become then general partner of the Partnership, and Becnel would become a limited partner in the venture.

13. Plaintiffs and Defendants executed the Articles of Partnership of the Partnership on June 22, 1981. Plaintiffs transferred their land to the Partnership as called for by the partnership agreement. Though Becnel and the Becnel Company were to contribute respectively $100.00 and $500.00 cash to the Partnership, on information and belief, neither Defendant paid its cash capital contribution to the Partnership.

14. After Plaintiffs transferred the land to the Partnership, Defendants obtained financing to construct the proposed office building by mortgaging the land. Defendants thereafter built and began to lease the office building.

15. Plaintiffs later learned that the Defendants admitted new limited partners to the investment without their consent. Based upon the representations of Defendants, including the assurance that the Partnership would generate income well in excess of expenses and permit the distribution of net income to the limited partners, Plaintiffs thereafter consented to the admission of these new limited partners to the Partnership.

16. Despite the representations made by the Defendants, Plaintiffs never received any income from the leasing operations of the building, except for small sums distributed from February 1986 through January 1987. Plaintiffs learned only recently that Defendants improperly diverted income from the Partnership to themselves in the form of unauthorized management fees, commitment fees and leasing fees. By wrongfully diverting income from the Partnership to themselves, Defendants have exploited the assets of the Partnership and rendered it unable to distribute the income Plaintiffs were entitled to receive.

17. After Plaintiffs confronted Defendants with the wrongful diversion of income from the Partnership, Becnel informed Plaintiffs that the primary tenant in the project, Trans LA Corp., would be vacating the building. Plaintiffs have since learned that Becnel secretly negotiated for the relocation of Trans LA Corp. from the Partnership's building to a building that Defendants would construct for Trans LA Corp. and that would be wholly owned by Becnel of the ARAS Corporation, a corporation owned, operated and/or controlled by Becnel. As a result of Becnel's actions in relocating Trans LA Corp., the Partnership will incur great losses in income and will be unable to meet expenses including debt service. In addition, the loss of this tenant will greatly reduce the value of Plaintiffs' investment in this project.

18. After devaluing the project by his improper acts, Becnel and others presented to Plaintiffs a potential purchaser of their investments. As a condition of further negotiations, Becnel, with the assistance of Manning Billeaud and/or The Billeaud Company, demanded that Plaintiffs waive their rights under the Partnership agreement to preferential distribution of proceeds from the sale of Partnership assets. When Plaintiffs refused to relinquish these rights, Becnel wrongfully terminated negotiations with the potential purchaser.

19. By reason of Defendants' recent actions, Plaintiffs have learned that many of the representations made to them in connection with the purchases of their investments where false and misleading in many

particulars. Furthermore, Defendants ommited material facts necessary to make their statements and representations not misleading in the light of the circumstances in which they were made. These misrepresentations and omissions include, but are not limited to, the following:

(a) Plaintiffs were led to believe that they would receive a reasonable return on their investment in these limited partnership interests, but in fact have not received such a return on their investments;

(b) Plaintiffs were informed that the project would produce $180,000 to $294,000 in spendable net income per year, when in fact, because of Defendants' scheme to divert income from the Partnership, the project would not produce income for distribution to the limited partners as projected;

(c) Defendants agreed to make cash capital contributions to the Partnership and to make periodic financial reports on its affairs, when they did not intend to and have not done so as promised;

(d) Plaintiffs were led to believe that Defendants would contribute their know-how and experience to the Partnership as a capital contribution in return for a 67% interest in the Partnership, when instead Defendants planned to and did unilaterally withdraw cash from the Partnership to pay themselves unauthorized management fees, commitment fees and leasing fees;

(e) Defendants failed to disclose their intent to enter into management contracts and other contracts with the Partnership that were designed to benefit the Defendants and misled Plaintiffs to believe that any services they provided the Partnership would be a part of their capital contribution;

(f) Plaintiffs were not informed that many items on the "pro formas" and other written projections given to them by the Defendants were false and misleading in material respects, or that these "pro formas" failed to disclose material facts;

(g) Defendants led Plaintiffs to believe that they had the skill, know-how and ability to operate and would operate the Partnership property profitably, when they either could not or would not do so;

(h) Plaintiffs were led to believe that the Defendants would Act as their agents and fiduciaries with respect to Partnership income and property, when Defendants did not intend to do so, instead diverting at least one tenant and one potential purchaser of the Partnership property for their own benefit;

(i) Plaintiffs were led to believe that Defendants would not undertake actions that would lower the value of their investments in the Partnership, when in fact Defendants would and did take such action whenever it suited their interests;

(j) Defendants never informed Plaintiffs of certain transactions involving the Partnership that were designed to unfairly benefit Defendants or persons associated with the Defendants;

(k) Plaintiffs were led to believe that Defendants would accurately account for the use of partnership funds, when on information and belief, they have not done so; and,

(l) Plaintiffs were led to believe that their investments, made on the basis of Defendants' representations, were in their best interests, when in truth and in fact, they were not.

20. Defendants know or should have known the truth regarding the matters in paragraph 19, but intentionally or by severe recklessness made untrue statements of material fact and ommited to state material facts necessary in order to make their statements, in the light of the circumstances in which they were made, not misleading, in the respects, among others, set forth above.

21. Plaintiffs relied on the misrepresentations of Defendants in investing in the Partnership. Indeed, if Plaintiffs had been informed of the material facts that were omitted or misrepresented, they would not have purchased or made their investments.

22. In connection with the offer and/or sale of the various investments in limited partnership interests, Defendants employed and made use of means of instrumentalities of interstate commerce and/or of the United States mail.

23. Plaintiffs did not know, and in the exercise of reasonable diligence could not have known, of the Defendants' misstatements or omissions, or of the other material facts giving rise to this action prior to the expiration of any applicable limitations period. Despite requests by Plaintiffs for information about and financial statements of Partnership affairs, which they were entitled to receive under the Partnership agreement, Defendants either refused to provide the requested information or misled Plaintiffs as to material facts and/or the true status of Partnership affairs, including the facts giving rise to this action.

24. Defendants are jointly and severally liable to Plaintiffs for all of their acts and omissions as each aided and abetted the other in the wrongful conduct alleged herein.

25. Becnel also controlled the Becnel Company, and therefore is liable as a controlling person of the Becnel Company. Additionally, Becnel acted as the alter ego of the Becnel Company and is liable as such for the acts and omissions of the Becnel Company.

26. Defendants acted as promoters, sellers and substantial participants in the sales of the investments to Plaintiffs in the respects, among other, set forth in the preceding General Allegations, knowing that their actions were part of an overall improper scheme and the injuries to Plaintiffs flowed directly and proximately from each of their actions. Without the participation and assistance of each defendant in causing Plaintiffs to purchase their investments based on their false or misleading statements and/or material omissions, the transactions would not have taken place.

27. Plaintiffs hereby tender their investments to Defendants, contingent upon the granting of the relief praved for by Plaintiffs in this Complaint.

COUNT I
(Section 10b and Rule 10b-5)

28. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

29. The investments made by Plaintiffs in the Partnership constitute "securities" as that term is defined in the Securities Exchange Act of 1934.

30. Defendants, as advisors, promoters, sellers, and fiduciaries, owed a duty to Plaintiffs to disclose all material facts that a reasonable investor would consider important, including the disclosure of omitted material facts and the disclosure of material facts necessary to make statements, in light of the circumstances in which they were made, not misleading.

31. In connection with sales to and purchases by Plaintiffs of the securities described in this Complaint, Defendants, intentionally or by severe recklessness, directly or indirectly, employed a scheme or artifice to defraud Plaintiffs by making untrue statements of material fact or omitting to state material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading, and by engaging in acts, practices, and/or a course of business and conduct which acted as a fraud or deceit, in the respects, among others, set forth in the General Allegations and also in paragraph 23, all in violation of the provisions of Section 10 of the Securities Exchange Act of 1934 and Rule 10b-5 of the Securities and Exchange Commission.

32. Accordingly, Plaintiffs are entitled to judgment against Defendants rescinding their investments and ordering return of the consideration given therefore, and for damages sufficient to compensate them for the losses they incurred in connection with the investments, plus interest. Plaintiffs are further entitled to an accounting from Defendants.

COUNT II
(Sections 12 (2))

33. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

34. The investments entered into by Plaintiffs constitute "securities" as that term is defined in the Securities Act of 1933.

35. In connection with the offers and sales to and purchases by Plaintiffs of the investments described in this Complaint, Defendants made untrue statements of material fact and omitted to state material facts necessary in order to make the statements, in light of the circumstances in which they were made, not misleading, in the respects, among others, set forth in the General Allegations and also in paragraph 23, all in violation of Section 12(2) of the Securities Act of 1933.

36. Accordingly, Plaintiffs are entitled to judgment against Defendants rescinding their investments and ordering return of the value of the consideration paid therefor, plus legal interest, or alternatively, for damages.

COUNT III
(RICO)

37. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

38. Defendants unlawfully received income derived from a pattern of unlawful activity, as described in 18 U.S.C. § 1961 (5), in which those Defendants participated as principals, and used or invested all or part of such income, or the proceeds of such income, to acquire an interest in or to establish or operate an enterprize engaged in or affecting interstate or foreign commerce, as described in 18 U.S.C. § 1961 (4), in violation of 18 U.S.C. § 1962 (a), in the respects, among others, set forth in the General Allegations of this Complaint. The income derived by Defendants from a pattern of unlawful activity, as described in 18 U.S.C. § 1961 (5), includes the property contributed to the Partnership by Plaintiffs, the loan proceeds obtained by mortgaging Partnership property, the management, commitment and leasing fees obtained by Defendants and income received by Defendants from other interests by reason of the wrongful diversion of at least one tennant and/or purchaser from Partnership property.

39. Defendants unlawfully, through a pattern of unlawful activity, as described in 18 U.S.C. § 1961 (5), acquired or maintained an interest in or control of an enterprise engaged in or affecting interstate commerce, as described in 18 U.S.C. § 1961 (4), in violation of 18 U.S.C. § 1962 (b), in the respects, among others, set forth in the General Allegations of this Complaint.

40. Defendants, who were employed by or associated with an enterprise engaged in or the activities of which affect interstate commerce, as described in 18 U.S.C. § 1961 (4), conducted or participated in the conduct of the affairs of such enterprise through a pattern of unlawful activity, as described in 18 U.S.C. § 1961 (5), in violation of 18 U.S.C. § 1962 (c), in the respects, among others, set forth in the General Allegations of this Complaint.

41. Defendants conspired with each other and with others whose identities are not presently known to Plaintiffs to violate 18 U.S.C. § 1962 (a), § 1962 (b) and § 1962 (c), in violation of 18 U.S.C. § 1962 (d), in the respects, among others, set forth in the General Allegations of this Complaint.

42. The specific activities constituting the pattern of unlawful activity, as required by 18 U.S.C. § 1961 (5), 1962 (a), 1962 (b), 1962 (c) and 1962 (d), are set forth in the General Allegations and Counts I and II of this Complaint, and include (a) acts of fraud in the sale of securities punishable under 15 U.S.C. §§ 77K and 77n, 15 U.S.C. § 77j (b), and SEC Rule 10b-5 (17 C.F.R. § 240.10b-5), (b) acts of mail fraud indictable under 18 U.S.C. § 1341 and (c) acts of wire fraud indictable under 18 U.S.C. § 1343. Specifically:

(a) Defendants violated the federal securities laws in the respects, among others, set forth in the General Allegations and Counts I and II of this Complaint;

(b) Defendants, having devised a scheme or artifice to defraud or to obtain money and property by means of false representations, as set forth in the preceding allegations of this Complaint, knowingly placed or caused to be placed in the post office or authorized depository for mail, matters and things to be sent or delivered by the Postal Service including without limitation *pro formas* containing false and misleading information, Partnership documents and other items related to the formation, business and status of the Partnership, all in support and furtherance of Defendants' scheme; and,

(c) Defendants, having devised a scheme or artifice to defraud or to obtain money and property by means of false representations, as set forth in the preceding allegations of this Complaint, transmitted or caused to be transmitted signals over interstate wires, including without limitation interstate transmissions to Steven Dupuis and John Dupuis, III, all in support and furtherance of Defendants' scheme.

The activities constituting the pattern of unlawful activity occurred after the effective date of 18 U.S.C. § 1961 **et seq.** and within ten years of each other.

43. The enterprise required by 18 U.S.C. § 1961 (4) and 1962 consists, alternatively, of (a) the Partnership, (b) the Becnel Co., formerly SBS Building Corporation or (c) an association in fact among Becnel, the Becnel Company and the Partnership.

44. Plaintiffs have been injured in their business and property by reason of Defendants' violations of 18 U.S.C. § 1962, in that Plaintiffs have incurred damages presently estimated at $2,500,000.

45. Accordingly, under 18 U.S.C. § 1964 (c), Plaintiffs are entitled to judgment against Defendants **in solido** for treble the damages sustained by Plaintiffs as a result of Defendants' violations of 18 U.S.C. § 1962, or $7,500,000, together with interest, costs and attorney's fees.

COUNT IV
(Louisiana Blue Sky Law)

46. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

47. Plaintiffs' investments in the Partnership constituted "securities" as that term is defined in the Louisiana Blue Sky Law; La. R.S. 51:702(15).

48. Defendants offered to sell and sold these investments by means of oral and/or written untrue statements of material fact and/or omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, in the respects, among others, set forth in the General Allegations and also in Paragraph 23, all in violation of La. R.S. 51:712 (A)(2).

49. Accordingly, Defendants are liable to Plaintiffs pursuant to La. R.S. 51:714 for return of the consideration paid for the security, plus interest, costs and attorney's fees or, alternatively, for damages.

COUNT V
(Tortious Conduct)

50. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

51. Defendants' conduct constitutes conversion, diversion, wrongful misrepresentation, failure to disclose information, negligence and other wrongful conduct under applicable Louisiana law, including without limitation Article 2315 of the Louisiana Civil Code, in the respects, among others, set forth in the General Allegations and also in Paragraph 23.

52. Defendants' conduct caused damages to Plaintiffs by reducing the value of their investment and depriving them of profits from the Partnership, among other things. Accordingly, Plaintiffs are entitled to recover damages from Defendants for their tortious acts and omissions.

COUNT VI
(Fraud)

53. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

54. The conduct of the Defendants as set forth hereinabove, and more particularly those acts alleged in the General Allegations and also in paragraph 23, constituted a scheme to defraud Plaintiffs in violation of the laws of the State of Louisiana, including without limitation, article 1953 **et seq.** of the Louisiana Civil Code, which violation is a continuing violation and/or was not discovered more than one year prior to the filing of this Complaint.

55. Defendants' conduct caused damages to Plaintiffs by reducing the value of their investment and depriving them of profits from the Partnership, among other things. Accordingly, the Plaintiffs are entitled to recover damages from the Defendants for their fraudulent conduct.

COUNT VII
(Breach of Duty)

56. Plaintiffs hereby adopt, incorporate and reiterate all preceding allegations of this Complaint.

57. At all relevent times hereto, Defendants occupied positions of trust and confidence with regard to the Plaintiffs, and owed to Plaintiffs fiduciary and other duties and obligations under applicable law.

58. Defendants' conduct alleged in this Complaint constitutes a breach of their fiduciary and other duties and obligations owed to Plaintiffs under applicable law.

59. Defendants' conduct caused damages to Plaintiffs by reducing the value of their investment and depriving them of profits from the Partnership, among other things. Accordingly, Plaintiffs are entitled to recover damages from Defendants for their breaches of their fiduciary duties.

COUNT VIII
(Demand for Trial by Jury)

60. Plaintiffs are entitled to, and hereby demand, trial by jury of all issues in this proceeding.

WHEREFORE, Plaintiffs pray for judgment in their favor and against Defendants as demanded under Counts I through VIII hereinabove, and for such other and further relief as justice of the nature of the case may require.

Phillip A. Wittman
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EXHIBIT G

CLERK'S COST SHEET

SUIT NUMBER 858457
DECEMBER 3, 1987

PLAINTIFF: STEVEN J. DUPUIS SR ET AL
DEFENDANT: BECNEL CO, ET AL
CAUSE: BREACH/DAMAGES
PLAINTIFF'S ATTORNEY: ANTHONY FAZZIO
STREET: BOX #98
CITY:

DIVISION: J

DEFENDANT'S ATTORNEY

TOTAL	PLAINTIFF	DEPOSITS DEFENDANT	OTHER
7,138.00	4,786.00	1,090.00	1,262.00

TOTAL	CLERK	COST SHERIFF	WITNESS FEE	OTHER
5,463.75	4,333.25	884.50	0.00	246.00

ADVANCE	BALANCES WITNESS	BOND
1,674.25	0.00	0.00

REF.	DATE		DESCRIPTION		TYPE	DEPOSITS	CHARGES	CHECK-NUMBER
1	851231	97	ADVANCE DEPOSIT	DM& H 4030	D	225.00		
2	851231	13	LAW LIBRARY		C		1.00	59941
3	851231	29	JUDICIAL EXP ACCT		C		15.00	59943
4	851231	40	JUDGE'S COMP FUND		C		10.00	59944
5	851231	12	PET REQ FOR PROD INTERROGS 2CIT RULE 1 20 JD		C		134.00	59940
6	860108	21	SHF FEE LAF	775-10	C		114.50	60473
7	860109	21	SHF FEE LAF	777-2	C		14.50	60482
8	860109	97	ADVANCE DEPOSIT	DM&H 4056	D	25.00		
9	860109	00	SUB DT, S. DUPUIS		C		9.00	60471
10	860114	21	SHF FEE LAF	783	C		10.50	60482
11	860114	97	ADVANCE DEPOSIT	DM&H 4064	D	25.00		
12	860114	00	SUB, S. DUPUIS		C		9.00	60471
13	860114	97	ADVANCE DEPOSIT	DM&H 4065	D	25.00		
14	860114	00	SUB, S. DUPUIS		C		9.00	60480
15	860115	97	ADVANCE DEPOSIT	DM&H 4086	D	100.00		
16	860115	00	FIRST AMEND PET 5 CITS VERT, S. DUPUIS		C		61.00	60480
17	860115	00	MEMO, S. DUPUIS		C		5.00	60480
18	860115	97	ADVANCE DEPOSIT	DM&H 4078	D	25.00		

19	860115	00	SUB DT, S. DUPUIS	C		9.00	60480
20	860116	21	SHF FEE LAF 785-2	C		20.00	60563
21	860116	97	ADVANCE DEPOSIT THOMAS CURTIS 1166	D	100.00		
22	860116	00	EXCEPTION ANS REC DMD MEMO CIT VERT T. CURTIS	C		56.00	60561
23	860116	40	JUDGE'S COMP FUND REC DMD	C		10.00	60574
24	860116	00	3 SUBS 3 SUB DT, T. CURTIS	C		54.00	60898
25	860117	21	SHF FEE LAF 787	C		10.50	60900
26	860121	21	SHF FEE LAF 790-6	C		65.50	61424
27	860122	21	SHF FEE LAF 793	C		15.50	61424
28	860123	21	SHF FEE LAF 794-5	C		73.50	61564
29	860127	00	INTERROGS, T. CURTIS	C		22.00	60898
30	860127	97	ADVANCE DEPOSIT DM&H 4092	D	100.00		
31	860205	00	EXCEPTION, S. DUPUIS	C		8.00	61422
32	860212	97	ADVANCE DEPOSIT DM&H 4126	D	100.00		
33	860214	00	LETTER S. DUPUIS	C		5.00	61562
34	860214	97	ADVANCE DEPOSIT DM&H 4131	D	100.00		
35	860214	00	LETTER TO SET RULES ON MERITS, S. DUPUIS	C		8.00	61562
36	860214	97	ADVANCE DEPOSIT DM&H 4129	D	25.00		
37	860214	00	NTC OF DEP SUB SUB DT, S. DUPUIS	C		23.00	61562
38	860214	97	ADVANCE DEPOSIT DM&H 4137	D	25.00		
39	860214	00	SUB SUB DT NTC OF DEP S. DUPUIS	C		23.00	61562
40	860214	00	REQ. FOR PROD CIT. S. DUPUIS	C		23.00	61562
41	860214	00	M&O TO FIX FOR TRIAL, S. DUPUIS	C		7.00	61562
42	860214	00	NTC OF DEP SUB S. DUPUIS	C		14.00	61562
43	860214	00	NTC OF DEP SUB S. DUPUIS	C		14.00	61562
44	860214	00	NTC OF DEP SUB S. DUPUIS	C		14.00	61562
45	860214	00	NTC OF DEP SUB, S. DUPUIS	C		14.00	61562
46	860214	00	NTC OF DEP SUB, S. DUPUIS	C		14.00	61562
47	860214	97	ADVANCE DEPOSIT DM&H 4134, 4133, 4132, 4136	D	100.00		
48	860214	97	ADVANCE DEPOSIT DM&H 4135, 4130	D	125.00		
49	860218	00	ANS TO INTERROGS, RESP TO REQ FOR PROD, CURTIS	C		16.00	61574
50	860219	00	RESP TO REQ FOR PROD S. DUPUIS	C		14.00	61603
51	860219	00	ANS TO INTERROGS MEMO S. DUPUIS	C		52.00	61603
52	860219	00	M&O FOR EXT OF TIME M&O TO CONT T. CURTIS FILED	C			61603
53	860219	00	AWAY	C		20.00	61603
54	860219	00	EXCEPTION SET ON 4-16 OR 7-30 MOT TO QUASH MOT	C			61603
55	860219	00	COMPEL T. CURTIS	C		58.00	61603

56	860220	97	ADVANCE DEPOSIT DM&H 4155	D	100.00				
57	860220	21	SHF FEE LAF 835-2	C		15.50			61696
58	860221	21	SHF FEE LAF 837-3	C		29.50			61766
59	860224	12	ALL RULES ARE SET 7-30 NTC CC	C					61907
60	860224	97	ADVANCE DEPOSIT THOMAS D. CURTIS 1435	D	265.00				
61	860224	00	REQ FOR PROD T. CURTIS	C		13.00			61807
62	860224	12	M&O TO QUASH 3-24 NTC CC, T. CURTIS	C		29.00			61807
63	860224	12	CHANGE RULE DATE ON M&O TO QUASH TO 3-10	C		61087			
64	860224	12	M&O TO COMPEL 4-7 NTC CC T. CURTIS	C		35.00			61807
65	860225	21	SHF FEE LAF 841-3	C		26.00			61852
66	860226	00	M&O FOR PD, LETTER TO FIX FOR TRIAL S. DUPUIS	C		17.00			61898
67	860226	12	LETTER TO SET MOT TO QUASH 3-10 NTC CC S. DUPUIS	C		11.00			61898
68	860226	97	ADVANCE DEPOSIT DM&H 4162	D	100.00				
69	860226	12	RULE ORDER 3-10 NTC CC S. DUPUIS	C		29.00			61898
70	860227	21	SHF FEE LAF 846	C		20.50			61951
71	860228	00	COPY OF PRETRIAL MOTION FROM DUPUIS	C		5.00			61989
72	860228	21	SHF FEE LAF 849	C		9.50			61991
73	860303	12	M&O TO CONT & RESET RULE 3 24, CURTIS, TO J	C		12.00			62035
74	860303	97	ADVANCE DEPOSIT DM&H 4179	D	100.00				
75	2/26/86	23	PD ENTERED	C		2.00			62053
76	860303	00	LETTER, S. DUPUIS	C		5.00			62033
77	860303	00	LETTER FROM CLERK	C		5.00			62033
78	860304	21	SHF FEE LAF 853	C		25.50			62076
79	860305	00	LETTER, S. DUPUIS	C		5.00			62092
80	860305	21	SHF FEE LAF 856-2	C		50.00			62094
81	860305	00	MEMO S. DUPUIS	C		5.00			62092
82	860310	00	MEMO S. DUPUIS	C		5.00			62249
83	860310	97	ADVANCE DEPOSIT DM&H 4189	D	100.00				
84	860310	12	M&O FOR RULE 4-7 NTC CC. S. DUPUIS	C		31.00			62249
85	3/10/86	00	BEING SUBMIT ON BRIEFS	C		2.00			62269
86	860313	00	LETTER, DUPUIS	C		5.00			62446
87	860313	00	PRETRIAL ORDER, DUPUIS, COPY	C		5.00			62446
88	860314	00	MEMO, T. CURTIS	C		5.00			62511
89	860314	00	OPPOS TO MOT TO COMPEL, CURTIS	C		5.00			62511
90	860314	00	SUPP MEMO, S. DUPUIS	C		5.00			62511
91	860317	00	REASONS FOR JMT	C		5.00			62554
92	860318	00	SUPP MEMO, EXCEPTION, THOMAS CURTIS	C		20.00			62580

93	860319	21	SHF FEE LAF 902	C		24.50	62632
94	860320	00	REASONS FOR JMT	C		5.00	62664
95	860320	97	ADVANCE DEPOSIT DM&H 4211	D	100.00		
96	860320	00	SECOND AMEND PET ORDER CIT, S. DUPUIS	C		33.00	62664
97	860331	00	REASONS FOR JMT	C		5.00	62935
98	860401	21	SHF FEE LAF 879	C		14.50	62952
99	860404	00	EXCEPTION, MEMO, MOT TO STRIKE, TOM CURTIS	C		29.00	63237
100	860407	00	EXCEPTION, STEVEN DUPUIS	C		8.00	63268
101	860407	00	JMT ON RULE, 2CC, PL COSTS	C		16.00	63268
102	860407	00	MEMO, S. DUPUIS	C		5.00	63268
103	860407	00	MEMO, S. DUPUIS	C		5.00	63268
104	860407	00	MEMO, S. DUPUIS	C		5.00	63268
105	860407	00	MEMO, S. DUPUIS	C		5.00	63268
106	860407	00	MEMO, S. DUPUIS	C		5.00	63268
107	860407	00	MEMO, S. DUPUIS	C		5.00	63268
108	860407	00	MEMO, S. DUPUIS	C		5.00	63268
109	860407	00	MEMO, S. DUPUIS	C		5.00	63268
110	4/7/86	00	SUBMIT ON BRIEFS	C		2.00	63306
111	860409	97	ADVANCE DEPOSIT DM&H 4242	D	50.00		
112	860409	00	M&O TO BE COCOUSN FOR PL, A FAZZIO	C		12.00	63323
113	860414	00	PRETRIAL ORDER, CURTIS	C		11.00	63473
114	860423	12	LETTER SETTING MATTERS 5 19, DUPUIS	C		11.00	63922
115	860424	00	2JMTS ON RULE, 4CC	C		29.00	63967
116	860425	00	REASONS FOR JMT	C		5.00	64022
117	860502	00	SUPP ANS TO INTERROGS, S. DUPUIS	C		20.00	64217
118	860512	00	NTC OF DEPOS, SUB SUB DT, T. CURTIS	C		31.00	64487
119	860512	00	MEMO, S. DUPUIS	C		5.00	64487
120	860515	21	SHF FEE LAF 969-2	C		21.00	64637
121	860515	97	ADVANCE DEPOSIT DM&H 4344	D	100.00		
122	860515	12	M&O FOR PROTECTIVE ORDER 5-19 NTC CC S. DUPUIS	C		29.00	64635
123	860516	97	ADVANCE DEPOSIT DM&H 4345	D	100.00		
124	860516	00	OBJ & SUPP ANS TO INTERROGS, DUPUIS	C		50.00	64667
125	860516	00	MEMO, CURTIS	C		5.00	64667
126	860516	19	NTC OF TRIAL NOV 12 86 2CC	C		12.00	64667
127	860519	00	JMT, 2CC DEF COSTS	C		13.00	64713
128	860520	00	MOT FOR NEW TRIAL, MEMO, NO ORDER, T CURTIS	C		13.00	64756
129	860520	21	SHF FEE LAF 977	C		14.50	64758

130	05/19/86	27	TAKEN UNDER ADV	C		2.00	64756
131	05/19/86	37	JM RULE TO BE SIGNED	C		2.00	64756
132	860522	12	LETTER SETTING NEW TRIAL 7 7 DUPUIS	C		11.00	64878
133	860522	00	SUPP RESP TO REQ FOR PROD ATTS, S. DUPUIS	C		15.00	64878
134	860527	00	OBJ & RES OF RIGHTS, REQ FOR PROD, T CURTIS	C		16.00	64969
135	860530	00	RESP TO REQ FOR PROD ATTS, S. DUPUIS	C		20.00	65130
136	860530	00	RESP TO OBJECTION ATTS, S. DUPUIS	C		21.00	65130
137	860606	00	REASONS FOR JMT	C		5.00	65431
138	860610	00	LETTER CANC RULE, CURTIS	C		5.00	65563
139	860627	97	ADVANCE DEPOSIT SBS RUE BIENVILLE 1013	D	100.00		
140	860627	00	JMT, 2CC	C		13.00	66172
141	860627	12	M&O RULE NTC CC 7 28 ATTS, T CURTIS	C		51.00	66172
142	860630	97	ADVANCE DEPOSIT SBS RUE BIENVILLE 1014	D	100.00		
143	860630	97	ADVANCE DEPOSIT TRANS SBS DEP TO 844238	D	100.00—		
144	860630	97	ADVANCE DEPOSIT BECNEL CO. 3799	D	100.00		
145	860630	12	M&O TO CONS, RULE 7 28 CURTIS	C		36.00	66227
146	860709	21	SHF FEE LAF 42	C		34.50	66600
147	860723	21	SHF FEE LAF 2·62	C		34.5	67100
148	860724	00	MOT TO CONT, CERT, CURTIS, NO RULE	C		10.00	67157
149	860724	00	OPPOS TO NEW TRIAL, CURTIS	C		10.00	67157
150	860724	00	RULE FOR PROTECTIVE ORDER, 7 28 FAZZIO	C		47.00	67157
151	860724	00	AFF, T. CURTISN	C		10.00	67203
152	860725	00	EXHIBITS, T. CURTISN	C		10.00	67203
153	07/28/86	00	CONT. W/O DATE	C		2.00	67449
154	860806	00	M&O TO EXTEND DEADLINES, CURTIS	C		17.00	67877
155	860811	00	MEMO, CURTIS	C		5.00	67877
156	07/30/86	00	CONT'D W/O DATE	C		2.00	67877
157	860813	97	ADVANCE DEPOSIT DM&H 1232	D	100.00		
158	860815	00	M&O FOR LIMITED FILING TIME, CC, FAZZIO	C		18.00	67974
159	860818	00	MEMO ATTS, A. FAZZIO	C		10.00	68014
160	860819	00	DEP OF S. DUPUIS SR.	C		5.00	68052
161	860822	00	M&O TO DESIGNATE COUNS FOR PL, A FAZZIO	C		17.00	68199
162	860827	00	M&O DISMISSING EXCEPTION, S. DUPUIS	C		12.00	68318
163	860827	97	ADVANCE DEPOSIT DUPUIS 1234	D	100.00		
164	860827	00	ANS TO RECON DMD, DUPUIS	C		8.00	68318
165	860902	97	ADVANCE DEPOSIT THOMAS CURTIS 1788	D	100.00		
166	860902	12	M&O FOR RULE 11·10 NTC CC T. CURTIS	C		29.00	68608

167	860904	00	M&O TO EXTEND DEADLINES, 2CC, T CURTIS	C		27.00		68672
168	860909	00	REASONS FOR JMT	C		5.00		68781
169	860910	00	MEMO, A. FAZZIO	C		5.00		68832
170	860910	12	M&O RULE NTC CC 12 8 ATT, A FAZZIO	C		31.00		68832
171	860911	00	SUPP MEMO A. FAZZIO	C		5.00		68888
172	860912	00	OPPOS TO REQ FOR RECONSIDERATION, CURTIS	C		10.00		68955
173	860915	21	SHF FEE LAF 132	C		29.50		69005
174	861006	00	M&O TO CONT MERTIS, CURTIS, TO J	C		26.00		69729
175	861015	97	ADVANCE DEPOSIT FAZZIO 1471	D	50.00			
176	861015	00	SUB DT BY FAZZIO	C		9.00		70173
177	861016	00	NTC OF DEPO, ANTHONY FAZZIO	C		5.00		70194
178	861017	00	AMEND ANSWER, THOMAS CURTIS	C		13.00		70244
179	861017	00	EXCEPTION, MEMO, CURTIS	C		10.00		70244
180	861017	00	M&O TO QUASH SUB DT, CURTIS, TO J	C		20.00		70244
181	861017	21	SHF FEE LAF 181	C		9.50		70246
182	861017	97	ADVANCE DEPOSIT ANTHONY FAZZIO 1488	D	50.00			
183	861017	00	2 SUB DTS, A. FAZZIO	C		18.00		70244
184	861020	97	ADVANCE DEPOSIT THOMAS D. CURTIS 1874	D	200.00			
185	861020	12	M&O FOR EXT OF DEADLINES RULE 1-5-87 NTC CC	C				70307
186	861020	00	T. CURTIS	C		29.00		70307
187	861020	00	ANS STATEMENT WITNESS & EXHIBITS LIST, T. CURTIS	C		38.00		70307
188	861020	12	CHANGE FROM 1 5 87 TO 11 3 86	C				70307
189	861020	00	WITNESS & EXHIBIT LIST CC A. A. FAZZIO	C		14.00		70307
190	861021	00	SET ALL RULES 11 3 WITH JUDGE BROUSSARD	C		11.00		70344
191	861021	00	EX PARTE M&O FOR PROTECTIVE ODER, CIT, EXH.	C				70344
192	861021	00	SENT TO J, A FAZZIO	C		37.00		70344
193	861023	00	FIRST M&O TO QUASH BY CURTIS RETURNED BY	C				70417
194	861023	00	JUDGE AARON THIS DATE, UNSIGNED, FILE AWAY	C		15.00		70417
195	861023	00	EX PARTE M&O FOR PROTECTIVE ORDER, CURTIS, TO	C				70417
196	861023	00	JUDGE AARON	C		20.00		70417
197	861024	00	AMEND WITNESS LIST, CURTIS	C		5.00		70456
198	861027	21	SHF FEE LAF 193	C		19.50		70501
199	861027	00	EX PARTE M&O FOR PROTECTIVE ORDER DENIED BY	C				70499
200	861027	00	AARON T. CURTIS	C		15.00		70499
201	861028	97	ADVANCE DEPOSIT ANTHONY FAZZIO 1509	D	425.00			
202	861028	00	2 SUBS 2 SUB DTS 8 CITS, A. FAZZIO	C		100.00		70547
203	861029		PRE TRIAL MEMO, THOMAS CURTIS	C		5.00		70610

204	861030	00	SUBPOENAS SERVED BY CIVIL PROCESSOR 11	C			70742
205	11/3/86	37	JM RULE TO BE SIGNED	C		2.00	71087
206	11/4/86	00	ORAL MINUTE ENTRY 3CC	C		14.00	71087
207	861107	00	NTC OF DEPOS, CURTIS	C		10.00	71329
208	861107	00	REQ FOR PROD, INTERROGS, CURTIS	C		20.00	71329
209	861107	97	ADVANCE DEPOSIT T CURTIS 1916	D	25.00		
210	861107	00	SUB DT BY CURTIS	C		9.00	71329
211	861113	21	SHF FEE LAF 215	C		9.50	71486
212	861208	97	ADVANCE DEPOSIT DM&H 4715	D	100.00		
213	861208	97	ADVANCE DEPOSIT DM&H 4714	D	50.00		
214	861208	12	LETTER TO RESET RULE TO 1-5 NTC CC, S. DUPUIS	C		11.00	72408
215	861208	00	RULE ORDER 1-5 NTC CC S. DUPUIS	C		32.00	72408
216	861215	00	JMT ON RULES, 2CC, TO J	C		13.00	72721
217	861215	21	SHF FEE LAF 253	C		14.50	72723
218	861216	00	LETTER, THOMAS CURTIS	C		5.00	72756
219	861219	00	CORRECTED NTC OF HEARING, 01 05 87	C			72933
220	861222	00	LETTER, CURTIS	C		5.00	7297?
221	861222	00	MEMO, ATTS, CURTIS	C		15.00	7297?
222	861229	00	MEMO OF RULE, STEVEN DUPUIS	C		5.00	73090
223	861230	00	LETTERS, S. DUPUIS	C		5.00	73130
224	861230	00	LETTER, S. DUPUIS	C		5.00	73130
225	870105	00	ATTS TO MEMO, DUPUIS	C		10.00	73203
226	1/05/87	37	JM RULE TO BE SIGNED	C		2.00	73485
227	870226	00	NTC OF DEPOS, CURTIS	C		10.00	75301
228	870311	00	NTC OF DEPOS, CURTIS	C		10.00	75642
229	870316	97	ADVANCE DEPOSIT THOMAS CURTIS 2074	D	100.00		
230	870316	12	M&O TO COMPEL, RULE 4 6 T CURTIS	C		26.00	75766
231	870320	00	SECOND AMEND ANSWER, T CURTIS	C		10.00	75956
232	870320	00	LETTER, DUPUIS	C		5.00	75956
233	870320	00	CORRECTED NTC OF HEARING 4-2 WITH PATIN	C			75956
234	870323	00	LETTER, JUDGE AARON	C		5.00	76072
235	870324	21	SHF FEE LAF 380	C		19.50	76092
236	870324	00	NTC TRIAL JUNE 15, 1987	C		16.00	76090
237	870326	00	2 SUBS SUB DT, T. CURTIS	C		27.00	76188
238	870331	21	SHF FEE LAF 2-393	C		15.50	76398
239	4/02/87	37	JM RULE TO BE SIGNED	C		2.00	76574
240	870406	21	SHF FEE LAF 2-400	C		14.50	76602

241	870407	00	REQ FOR PROD, CURTIS	C		10.00	76660
242	870408	00	NTC OF DEPOS, CURTIS	C		10.00	76727
243	870508	00	JMT DENYING NEW TRIAL, 2CC	C		13.00	77876
244	870512	00	M&O TO AMEND ANS, AMEND ANS, T. CURTIS	C		26.00	78058
245	870518	00	PRE-TRIAL ORDER FROM JOHN PATIN	C		8.00	78247
246	870522	00	INTERROGATORY, A. FAZZIO	C		5.00	78455
247	870529	00	ANS TO INTEROGS, CURTIS	C		10.00	78702
248	870601	00	M&O FOR APPEAL NTC & ORDER FOR WRIT APPLICATION	C			78716
249	870601	00	4 NTCS 4 CCS, A. FAZZIO	C		68.00	78716
250	870609	00	M&O FOR APPEAL 4 NTCS 4 CCS, T. CURTIS	C		70.00	79051
251	870611	21	SHF FEE LAF 491	C		29.50	79152
252	870615	21	SHF FEE LAF 3-493	C		78.50	79248
253	870615	00	ORDER TO CONT RULE ON 6-15	C		7.00	79246
254	870615	97	ADVANCE DEPOSIT THOMAS D. CURTIS 2237	D	100.00		
255	870615	12	EXCEPTION MEMO ORDER SET 7 13 T CURTIS	C		23.00	79246
256	870615	12	M&O RULE NTC CC 7 13 T CURTIS	C		26.00	79246
257	870626	00	COPIES REQUESTED BY FAZZIO	C		5.00	79690
258	870713	00	WRIT DENIED FROM C OF A	C		5.00	80135
259	870717	00	WRIT DENIED FROM C OF A	C		5.00	80384
260	870720	97	ADVANCE DEPOSIT ANTHONY M. FAZZIO 2448	D	2,161.00		
261	870724	00	M&O FOR TIME TO APPLY FOR WRITS, FAZZIO, TO J	C		12.00	80579
262	870727	00	M&O FOR EXT TO ANS, CC, FAZZIO	C		18.00	80617
263	870726	97	ADVANCE DEPOSIT SBS RUE BIENVILLE 1310	D	262.00		
264	870806	00	LETTER OF RECEIPT FROM SUPREME COURT	C		5.00	80991
265	870902	00	STEVEN DUPUIS SR ET AL VS BECNEL CO ET AL CT AP	C		210.00	81985
266	870909	00	APPEAL COST COPIES 1407.50 VOL 75.0 POST 10.75	C		1,493.25	82128
267	870914	00	C OF A NTC OF FILING TRANSCRIPT	C		5.00	82285
268	871102	00	WRIT GRANTED FROM SUPREME COURT	C		5.00	84013

EXHIBIT H

APPENDIX OF RECORD ON APPEAL

CHRONOLOGICAL INDEX TO 858457

		Page	Vol.
Minutes of Court		1-2	I
1986			
Jan 3	Petition with Attachments & Order	3-118	I
Jan 3	Interrogatories filed on behalf of Plaintiff to the Becnel Company	119-128	I
Jan 3	Request for Production filed on behalf of Plaintiff to the Becnel Company	142-146	I
Jan 3	Interrogatories filed on behalf of Plaintiff to Thomas R. Becnel	129-138	I
Jan 3	Request for Production filed on behalf of Plaintiff to the Thomas R. Becnel	147-151	I
Jan 8	Citation to Petition & Sheriff's Return (5)	154-158	I
Jan 8	Citation to Rule Nisi & Sheriff's Return (5)	159-163	I
Jan 9	Citation to Petition & Sheriff's Return	164	I
Jan 9	Citation to Rule Nisi & Sheriff's Return	165	I
Jan 14	Motion & Order for Extension of Time filed on behalf of Defendants	166-167	I
Jan 14	Motion & Order to Continue filed on behalf of Defendants	168-170	I
Jan 15	Memorandum in Support of Petitioners' Rules to Show Cause filed on behalf of Plaintiffs	171-185	I
Jan 16	Exceptions: Response in the Alternative: and Reconventional Demand filed on behalf of Defendants	186-197	I
Jan 16	Memorandum in Support of Exceptions: Response in the Alternative: and Reconventional Demand filed on behalf of Defendants	205-220	II
Jan 16	(Petition) First Amending Petition Before Answer Served filed on behalf of Plaintiff	221-225	II
Jan 20	Exception filed on behalf of SBS	226-227	II
Jan 20	Motion to Quash filed on behalf of Defendants	228-229	II
Jan 20	Motion to Order to Compel Posting of Bond or Security for Cost filed on behalf of Defendants	230-232	II
Jan 22	Citation to Reconventional & Sheriff's Return	233	II
Jan 23	Citation to Supplemental & Sheriff's Return (5)	234-238	II
Jan 27	Interrogatories Propounded to All Adverse Parties to be Answered in Writing, Categorically, Under Oath and According to Law filed on behalf of Defendants	239-244	II
Jan 27	Request for Production filed on behalf of Defendants	281-293	II
Feb 5	(Exception) Peremptory Exception of no Cause of Action to the Reconventional Demand filed on behalf of Plaintiffs	315-316	II
Feb 13	Answers to Interrogatories Propounded to all Adverse Parties filed on behalf of Plaintiffs with Attachments	245-274	II
Feb 13	(Answer) Response to Request for Production filed on behalf of Plaintiffs	284-287	II
Feb 14	Notice of Deposition filed on behalf of Plaintiff (6)	317-322	II
Feb 14	(Request) Second Request for Production of Documents filed on behalf of Plaintiff to Defendants	323-326	II
Feb 14	Notice of Deposition filed on behalf of Plaintiffs	327	II
Feb 18	Motion and order to fix for trial filed on behalf of plaintiffs	328	II
Feb 18	(Answers) Responses to Inerrogatories filed on behalf of Defendants	139-141	I
Feb 18	(Answers) Responses to Request for Production filed on behalf of Defendants	152-153	I
Feb 24	Motion to Compel filed on behalf of Defendants	329-332	II
Feb 24	Motion to Quash filed on behalf of Defendants	333-334	II

Feb 25	Order to Motion to Quash filed on behalf of Defendants	335	II
Feb 25	Order to Motion to Compel filed on behalf of Defendants	336	II
Feb 26	Rule to Compel Response to Request for Production and for Expenses filed on behalf of Plaintiff	337-339	II
Feb 26	Motion & Order for Preliminary Default filed on behalf of Plaintiff	340-341	II
Feb 27	Cita[illegible] to Rule Nisi & Sheriff's Return	342	II
Mar 4	Cita[illegible]n to Rule Nisi & Sheriff's Return	343	II
Mar 5	Cita[illegible]on to Rule Nisi & Sheriff's Return (2)	344-345	II
Mar 5	Memorandum in Opposition to Motion to Quash filed on behalf of Plaintiffs	346-350	II
Mar 5	Memorandum in Support of Rule to Compel Production of Documents and for Expenses filed on behalf of Plaintiffs	351-363	II
Mar 10	Memorandum of Respondents in Opposition to Motion to Compel filed on behalf of Plaintiffs	364-378	II
Mar 12	Motion & Order to Protect Opponent Against Oppressive Discovery Procedure filed on behalf of Plaintiffs	379-380	II
Mar 12	Memorandum in Support of Motion for Protective Order filed on behalf of Plaintiffs	381-382	II
Mar 13	Letter from Plaintiffs Attorney to Defendants	383	II
Mar 13	Pre Trial Order filed on behalf of Plaintiffs	384-386	II
Mar 14	Opposition to Motion to Compel and for Sanction filed on behalf of Defendants	387-389	II
Mar 14	Memorandum in Support of Motion to Compel filed on behalf of Defendants	390-393	II
Mar 17	Reasons for Judgment	394-396	II
Mar 18	(Memorandum) Supplemental Memorandum in Support of Exceptions filed on behalf of Defendants	397-400	II
Mar 18	Exceptions, Response in the Alternative and Reconventional Demand filed on behalf of Price, Busch & Billeaud	401-403	III
Mar 19	Citation to rule Nisi & Sheriffs return	404	III
Mar 20	Reasons for Judgment	405-407	III
Mar 20	(Petition) Second Amending Petition filed on behalf of Plaintiff	408-412	III
Mar 24	Order to Second Amending Petition filed on behalf of Plaintiff	413	III
Mar 31	Reasons for Judgment	419-422	III
Apr 1	Citation to Second & Sheriff's Return	423	III
Apr 4	Exception of No Cause of Action and Prematurity filed on behalf of Defendants	424	III
Apr 4	Memorandum in Support of Exception of Prematurity and no Cause of Action	425	III
Apr 4	Motion to Strike filed on behalf of Defendants	426-430	III
Apr 7	(Exception) Peremptory Exception of No Cause of Action to the Reconventional Demand of John D. Price, Brit Busch and Manning F. Billeaud filed on behalf of Defendants	431-433	III
Apr 7	Memorandum of Petitioners Seeking to Have the Exception of Prematurity of the SBS Rue-Bienville 1981 Venture, A Louisiana Partnership in Commendam, as Adopted by John D. Price, Brit Bush and Manning F. Billeaud, Overruled and Dismissed filed on behalf of Plaintiff	434-436	III
Apr 7	Memorandum in Opposition to Motion to Compel Posting of Bond or Security for Cost in Regards to the Motion of John D. Price, Brit Busch and Manning F. Billeaud filed on behalf of Plaintiffs	437-438	III
Apr 7	Memorandum of Petitioners in Opposition to the Twelve Exceptions Filed by SBS-Rue Bienville 1981 Venture, a Louisiana Partnership in Commendam, The Becnel Company, and Thomas R. Becnel filed on behalf of Plaintiffs	439-459	III
Apr 7	Memorandum of Exceptors in Support of Exception of No Cause of Action to the Reconventional Demand of the Becnel Company and	460-468	III

	Thomas R. Becnel filed on behalf of Plaintiffs		
Apr 7	Memorandum of Petitioners Seeking to Have the Exception of SBS-Rue Bienville 1981 Venture, a Louisiana Partnership in commendam, Overruled filed on behalf of Plaintiffs	469-474	III
Apr 7	Memorandum in Opposition to Motion to Compel Posting of Bond or Security for Cost filed on behalf of Plaintiff	475-479	III
Apr 7	Memorandum of Petitioners in Opposition to All Exceptions Urged and Adopted by Reference by John D. Price, Brit Busch and Manning F. Billeaud filed on behalf of Plaintiff	480-482	III
Apr 7	Memorandum of Exceptors in Support of Exception of No Cause of Action to the Reconventional Demand of John D. Price, Brit Busch and Manning F. Billeaud filed on behalf of Plaintiffs	483-488	III
Apr 7	Judgment on Rule	489-490	III
Apr 10	Motion & Order to Enroll Co-Counsel of Record	491-492	III
Apr 11	Notice of Judgment	493	III
Apr 14	Pre Trial Order filed on behalf of Plaintiffs	494-496	III
Apr 24	Letter to Judge Aaron from Plaintiff's Attorney	497-499	III
Apr 24	Judgment	500	III
Apr 24	Judgment	501-502	III
Apr 25	Notice of Judgment	503	III
Apr 25	Notice of Judgment	504	III
Apr 25	Reason for Judgment	505-512	III
May 2	(Answer) Supplemental Answer to Interrogatory No. 8 Propounded to All Adverse Parties filed on behalf of Plaintiff	275-280	II
May 12	Notice of Taking Depositions filed on behalf of Defendants	513-516	III
May 12	Memorandum of Plaintiffs Seeking to Have Exception of No Cause of Action and Prematurity Dismissed and Seeking to Have Motion to Strike Denied	517-519	III
May 15	Motion & Order to Protect Opponent Against Oppressive Discovery Procedure filed on behalf of Plaintiffs	520-522	III
May 15	Memorandum filed on behalf of Plaintiffs	523-524	III
May 16	Objection, Reservation of Rights, and Supplemental Answers to Interrogatories filed on behalf of Plaintiffs	525-540	III
May 16	Memorandum in Support of Exceptions and Motion to Strike filed on behalf of Defendants with Attachments	541-548	III
May 19	Judgment	549	III
May 20	Notice of Judgment	550	III
May 20	Memorandum filed on behalf of Defendants	551	III
May 20	Motion for New Trial filed on behalf of Defendants	552-553	III
May 20	Citation to Rule Nisi & Sheriff's Return	554	III
May 22	(Answer) Supplemental Response to Request for Production of Documents filed on behalf of Plaintiffs with Attachments	288-314	II
May 27	Objection and Reservation of Rights filed on behalf of Defendants	555-556	III
May 27	Request for Production filed on behalf of Defendants	563-564	III
May 30	(Answer) Response to Request for Production with Attachments filed on behalf of Plaintiffs	565-649	III
May 30	Motion for Protective Order, to Compel Discovery, for Appropriate Relief and to Upset Trial Dates filed on behalf of Defendants	650-654	IV
May 30	(Answer) Response to Objection and Reservation of Rights filed on behalf of Plaintiffs with Attachments	557-562	III

May 30	Memorandum in Support of Motion for Protective Order, to Compel Discovery, for Appropriate Relief and to Upset Trial Dates filed on behalf of Defendants	655-656	IV
Jun 6	Reasons for Judgment	657-660	IV
Jun 6	Notice of Reasons for Judgment	661	IV
Jun 27	Judgment	662	IV
Jun 27	Order for Protective Order with Attachments	663-701	IV
Jun 30	Motion & Order to Consolidate Cases filed on behalf of Defendants	702-705	IV
Jun 30	Memorandum in Support of Motion to Consolidate Cases filed on behalf of Defendants	706	IV
Jul 1	Notice of Judgment	708	IV
Jul 7	Rule for a Protective Order to Compel Discovery and for Expenses filed on behalf of Plaintiffs	709-716	IV
Jul 9	Citation to Rule Nisi & Sheriff's Return	717	IV
Jul 10	Rule to Show Cause filed on behalf of Plaintiffs	718-719	IV
Jul 10	Order to Rule to Show Cause filed on behalf of Plaintiffs	720-721	IV
Jul 23	Citation to Rule Nisi & Sheriff's Return (2)	722-723	IV
Jul 24	Opposition to Motion for New Trial filed on behalf of Defendants	724-725	IV
Jul 24	Affidavit of Patrick Gros filed on behalf of Defendants	726-727	IV
Jul 24	Motion to Continue filed on behalf of Defendants	727-729	IV
Jul 25	Letter to Clerk of Court from Defendants Attorney with Attachments	730-733	IV
Aug 6	Order for Extension	734	IV
Aug 6	Motion & Order to Extend Deadline filed on behalf of Defendants	735-737	IV
Aug 11	Memorandum in Support of Defendants' Position in the Outstanding Motion with Attachments filed on behalf of Defendants	738-757	IV
Aug 14	Motion & Order filed on behalf of Plaintiffs	758-759	IV
Aug 18	(Memorandum) Index to Memorandum & Memorandum with Attachments filed on behalf of Plaintiffs	760-817	IV
Aug 19	Deposition of Steven J. Dupuis, Sr. with Attachments	818-843	IV
Aug 22	Motion & Order to Designate Cousel filed on behalf of Defendants	844-846	IV
Aug 27	Motion & Order to Dismiss Peremptory Exception of no Cause of Action to the Reconventional Demand filed on behalf of Plaintiffs	847-848	IV
Aug 27	Answer to Reconventional Demand filed on behalf of Plaintiffs	203-204	IV
Aug 28	Motion & Order to Set for Contradictory Hearing filed on behalf of Defendants	849-851	IV
Sept 4	Motion & Order to Extend Deadlines filed on behalf of Defendants	852-854	V
Sep 9	Reasons for Judgment	855-856	V
Sep 10	Rule to Show Cause filed on behalf of Plaintiffs with Attachments and Order	857-863	V
Sep 10	Memorandum in Support of Request for Reconsideration of Motion for New Trial with Attachments filed on behalf of Plaintiffs	864-870	V
Sep 11	(Memorandum) Supplemental Memorandum in Support of Original Motion for New Trial and in Support of Ruling of September 8, 1986 filed on behalf of Plaintiffs with Attachments	871-875	V
Sept 12	Opposition to Request for Reconsideration filed on behalf of Defendants	876-877	V
Sept 15	Citation to Rule Nisi & Sheriff's Return	878	V
Oct 16	Notice of Deposition filed on behalf of Plaintiffs	879	V

Oct 16	Exception of Prescription filed on behalf of Defendants	880-881	V
Oct 16	Memorandum in Support of Exception of Prescription filed on behalf of Defendant	882	V
Oct 16	(Answer) First Amended Answer filed on behalf of Defendants	198-200	V
Oct 16	Motion & Order to Extend Deadlines filed on behalf of Defendants	883-885	V
Oct 20	Answer to Second Supplemental Petition filed on behalf of Defendants	414-415	III
Oct 20	Introduction to Witness and Exhibits List filed on behalf of Defendants	886-887	V
Oct 20	(List) Witness List filed on behalf of Defendants	888-889	V
Oct 20	(List) Exhibits List filed on behalf of Defendants	890-891	V
Oct 20	(List) Witness and Exhibit List Pursuant to Pre Trial Order filed on behalf of Plaintiffs	892-894	V
Oct 21	(Motion) Ex Parte Motion for Protective Order filed on behalf of Plaintiffs with Attachments	895-900	V
Oct 22	Order to Ex Parte Motion for Protective Order filed on behalf of Plaintiffs	901	V
Oct 23	Motion & Order to Quash filed on behalf of Defendants with Attachments	902-906	V
Oct 24	(List) Amended Witness List filed on behalf of Defendants	907	V
Oct 27	(Motion) Ex Parte Motion & Order for Protective Order filed on behalf of Defendants	908-911	V
Oct 27	Notice of Ex Parte Motion & Sheriff's Return	912	V
Oct 28	(Motion) Ex Parte Motion & Order for Protective Order filed on behalf of Defendants	913-916	V
Oct 29	(Memorandum) Pre Trial Memorandum filed on behalf of Defendants	917-934	V
Nov 3	Deposition of Steven J. Dupuis, Sr. with Attachments Exhibit I	935-960	V
Nov 4	(Minute Entry) Oral Minute Entry	961	V
Nov 7	Request for Production filed on behalf of Defendants	962	V
Nov 7	Interrogatories Propounded to All Petitioners to be Answered Categorically, In Writing, Under Oath and According to Law filed on behalf of Defendants	963-965	V
Nov 7	Notice of Deposition filed on behalf of Defendants	966-967	V
Dec 9	Motion & Order to Set Preferential Hearing on Rules to Show Cause Directed to All Defendants and Motion to Set the Trial on the Merits of This Matter by Preference or Alternatively Why the Rules and Trial on the Merits Should Not Be Fixed by Priority to be Heard before the Honorable Marcus A. Broussard, Jr., Judge Ad Hoc filed on behalf of Plaintiffs.	968-971	V
Dec 15	Citation to Rule Nisi & Sheriff's Return	972	V
Dec 16	Letter from Defendants to Plaintiffs dated December 10, 1986	973-974	V
Dec 18	Order filed on behalf of Defendants	975	V
Dec 22	(Memorandum) Pre Trial Memorandum filed on behalf of Defendants with Attachments	976-1057	V
Dec 22	Letter to Plaintiffs from Defendants dated December 18, 1986	1058	VI
Dec 29	Memorandum in Support of Rule to Set Priority Hearing on Rules to Show Cause Directed to All Defendants and Rule to Set the Trial on the Merits of this Case by Priority or Alternatively Rule to Show Cause Why the Rules and Trial on the Merits Should Not be Fixed by Priority to be Heard the Honorable, Marcus A. Broussard, Judge Ad Hoc filed on behalf of Plaintiffs	1059-1063	VI
Dec 30	Letters to Be Filed into the Record filed on behalf of Plaintiffs	1182-1197	VI
Dec 30	Letters to Be Filed into the Record filed on behalf of Plaintiffs	1198-1214	VI

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Jan 5	Attachments to Be Attached to the Memorandum in Support of Rule to Set Priority Hearing on Rules to Show Cause filed on behalf of Plaintiffs	1064-1181	VI
Feb 26	Notice of Taking Deposition filed on behalf of Defendants	1215-1216	VI
Mar 11	Notice of Taking Depositions filed on behalf on Defendants	1217-1218	VI
Mar 20	(Answer) Second Amended Answer filed on behalf of Defendants	201-202	II
Mar 24	Citation to Rule Nisi & Sheriff's Return	1219	VI
Apr 7	Request for Production filed on behalf of Defendants	1220-1221	VI
Apr 8	Notice of Taking Deposition filed on behalf of Defendants	1222-1223	IV
May 6	Judgment	1224	VI
May 11	Notice of Judgment	1225	VI
May 12	Motion & Order to File Supplemental And Amending Answer filed on behalf of Defendants	1226-1228	VI
May 12	(Answer) Amended Answer filed on behalf of Defendants	416-418	III
May 13	Exception of Prescription and to Exclude Evidence filed on behalf of Defendants	1229-1230	VI
May 13	Memorandum in Support of Exception of Prescription and Motion to Exclude Evidence filed on behalf of Defendants	1231-1232	VI
May 18	Order to Pre Trial Conference	1233-1234	VI
May 22	Interrogatory filed on behalf of Plaintiffs	1235	VI
May 26	Motion & Order to Limit Testimony filed on behalf of Defendants	1238-1239	VI
May 29	Answer to Interrogatories filed on behalf of Defendants	1236-1237	VI
Jun 1	(Appeal) Motion for Appeal or Alternatively, Notice of Intention to Apply for Alternative Writs of Prohibition, Certiorari and Mandamus filed on behalf of Plaintiffs	1240-1241	V